AGENDA and ORDER OF BUSINESS For The Meeting Of UNION MEMBERS OF THE JOINT WESTERN AREA COMMITTEE and REPRESENTATIVES OF LOCAL UNIONS MONDAY, MAY 8, 1967, at 10:00 A.M. MONTEREY ROOM OF THE SIR FRANCIS DRAKE HOTEL SAN FRANCISCO, CALIFORNIA 1. Roll Call of Union members of Joint Western Area Committee. 2. Approval of Minutes of February 13, 1967 meeting of Union members of Joint Western Area Committee & Local Union Representatives. 3. Identification of other representatives of Local Unions & visitors. Naming of Main Committee and Sub-Committee panels. 4. 5. Other communications. Reports and questions from JSC or JWAC Committee Members. 6. 7. Discussion of cases on May JWAC Agenda. ADJOURNMENT. 8.

PROPOSED JOINT WESTERN AREA COMMITTEE AGENDA SUBMITTED BY THE WESTERN MASTER FREIGHT DIVISION MEETINGS OF MAY 8, 9, 10, 11, 12, 1967 SIR FRANCIS DRAKE HOTEL - SAN FRANCISCO, CALIFORNIA Joint Session of the Full Committee. Monterey Room - 2:00 P.M. - Monday, May 8, 1967. 1. Approval of the Minutes of the JWAC Sessions held February 13, 14, 15, 16, & 17, 1967. 2. Discussion of cases filed with the Joint Western Area Committee after deadline date. 3. Approval of the Joint Agenda for the May sessions of the JWAC. 4. Naming of members of the Main Committee & Sub-Committees. 5. Communications. 6. Other procedural or policy matters to come before the JWAC. 7. ADJOURNMENT.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # 8-6-2582 Salt Creek Freightways, Inc.

Change of

Local involved: 307, Casper, Wyoming

Operation

Clarification

Local 307 requests an interpretation of seniority status and grand-father rights for the former Riverton Big Horn Freight Line drivers set forth in Change of Operations Case #8-6-2582.

Case # 11-6-2612

Consolidated Freightways

Change

of

Operations

Locals involved: 483, Boise, Idaho

483, Boise, Idaho 741, Seattle, Washington

900, Pendleton, Oregon

## PRESENT OPERATION:

- (1) One division in both directions six days per week between Seattle, Washington and La Grande, Oregon. Two drivers are domiciled in Seattle.
- (2) One turnaround run six days per week between La Grande, Oregon and Boise, Idaho. One driver is domiciled in La Grande.

# PROPOSED OPERATION:

- (1) Eliminate the assigned division runs between Seattle and La Grande.
- (2) Eliminate the assigned turnaround run between La Grande and Boise.
- (3) Freight normally moved on this operation will be routed through our Portland terminal for handling with any overflow being moved by other existing operations.

November, 1966 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* Case # Consolidated Freightways 11-6-2613 148, Wenatchee, Washington 690, Spokane, Washington Change Locals involved: 741, Seattle, Washington Operations PRESENT OPERATION: (1) Two divisions per day six days per week in both directions between Seattle and Spokane. Two men are domiciled at Seattle and two at Spokane. One turnaround run per day five days per week between Seattle and Wenatchee. One driver domiciled at Seattle. One turnaround run per day five days per week between Spokane

## PROPOSED OPERATION:

Spokane.

(1) Eliminate the assigned turnaround run between Seattle and Wenatchee.

and Wenatchee and/or Moses Lake. One driver domiciled at

- (2) Eliminate the assigned turnaround run between Spokane and Wenatchee and/or Moses Lake.
- (3) Eliminate the Spokane domicile portion of the Seattle-Spokane operation.
- (4) Change the Seattle-Spokane operation to function on the basis of two per day, five days a week with the drivers being domiciled in Seattle.
- (5) Permit the Seattle-Spokane operation to be run:
  - (a) Directly between Seattle and Spokane, or
  - (b) Between Seattle and Spokane via Moses Lake and/or Wenatchee and/or other intermediate points.
- (6) Freight over and above these two runs may be moved on either extra schedules or other existing operations.

November, 1966 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \*

Case # 11-6-2614

Consolidated Freightways

Change of Operations

Locals involved: 81, Portland, Oregon 900, Pendleton, Oregon

#### PRESENT OPERATION:

- (1) Two divisions per day in both directions six days per week between Portland, Oregon and La Grande, Oregon. Two drivers are domiciled at Portland and two at La Grande.
- (2) Two turnaround runs per day, six days per week between La Grande, Oregon and Boise, Idaho. One driver is domiciled at Boise and one at La Grande.

# PROPOSED OPERATION:

- (1) Eliminate the present division assigned runs between Portland and La Grande
- (2) Eliminate the present assigned turnaround runs between La Grande and Boise.
- (3) Establish a Portland-Boise division operation with the drivers domiciled in Portland. This is to be run on the basis of five days per week.

November, 1966 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE Case # Consolidated Freightways 2-7-2750 Change Locals involved: 150, Sacramento, California 468, Oakland, 483, Boise, Idaho Oakland, California Operations 533, Sparks, Nevada 983, Pocatello, Idaho (1) San Leandro, California - Boise, Idaho relay. A. One division run per day, six days per week between San Leandro and Reno, originating at San Leandro. Two Local 468 men involved. One turnaround run per day, six days per week between Reno and Winnemucca, originating at Winnemucca. B. One Local 533 man involved. One division run per day, six days per week between Winnemucca and Boise, originating at Boise. C. Two Local 483 men involved. (2)San Leandro, California - Pocatello, Idaho relay. One division run per day, six days per week between San Leandro and Reno, originating at San Leandro. Two Local 468 men involved. B. One division run per day, six days per week between Reno and Elko. One run per day originates at Reno on Tuesday, Thursday and Saturday and one run per day originates at Elko on Wednesday, Friday and Sunday. Two Local 533 men involved. C. One division run per day, six days per week between Elko and Pocatello originating at Pocatello. Two Local 983 men involved. PROPOSED OPERATION: Eliminate the present relay operation and move the freight involved via our present sleeper operation. Those employees affected will be given the opportunity to transfer to San Leandro in accordance with the terms of the National Master Freight Agreement and Western States Area Over-The-Road Supplemental Agreement. February, 1967 JWAC Action: Postponed. Case # 2 - 7 - 2 7 5 0 Joint Western Area Committee #5

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE Case # Western Gillette, Inc. 2-7-2757 Change Locals involved: 104, Phoenix, Arizona 224, Los Angeles, California of 467, Operations San Bernardino, California 468, Oakland, California 492, Albuquerque, New Mexico 577, 577, Amarillo, Texas 745, Dallas, Texas 823, Joplin, Missouri 941, El Paso, Texas PROPOSED NEW OPERATION BETWEEN MIAMI, OKLAHOMA AND PHOENIX, ARIZONA. The relay operation between Miami, Oklahoma and Phoenix, Arizona, over U.S. Highway 66 and Interstate 40 will consist of traffic moved by the Company between Miami, Oklahoma and terminals east of that point and north and south, including intermediate points. The present relay between Dallas, Texas; Pecos, Texas and El Paso, Texas would be reduced by virtue of this diversion. The number of drivers displaced by the proposed operation; to wit, would be 6 in Dallas, Texas; 2 in Pecos, Texas and 2 in El Paso, Texas. These drivers may move to Grants and/or Groom, Texas, full seniority for all purposes. Company seniority prevails in selection of new positions. The work opportunities at the Grants, New Mexico and/or Groom, Texas terminals will be offered only to those drivers displaced as a result of this change and any driver not electing to claim such work, will, in accordance with his seniority, go on layoff status at his home terminal. Drivers electing to claim such available work shall have 30 days to return to their original home terminal and go on layoff status or claim available work in accordance with their seniority at that terminal. The obligation insofar as transportation of household goods are concerned will be in accordance with the procedures set out by the Change of Operations Committee. These expenses will be to those line drivers directly affected by this diversion of traffic. The Company proposes to set up a relay operation that will operate on the one hand from Miami, Oklahoma to Groom, Texas, to bed. Miami line drivers presently operate Miami to Oklahoma City turns and also Miami to Oklahoma City to bed. They would continue to operate as they have in the past, and in addition would be subject to via all intermediate points. This would include dropping and picking up freight (changing equipment for beyond equipment and freight.) February, 1967 JWAC Action: Postponed. (Continued) Case # 2 - 7 - 2 7 5 7 Joint Western Area Committee #6 - 'A'

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE Case # (Continued) Western Gillette, Inc. 2-7-2757 Change Groom domiciled line drivers on the one hand would operate to Oklahoma City, Oklahoma on turns and/or to bed, as the Company deems of Operation necessary. On the other hand, they would operate Groom to Santa Rosa turns and/or to bed, Groom to Grants to bed, Groom to Miami to bed. 6. Grants domiciled line drivers on the one hand would operate Grants to Groom, Texas, to bed; Grants to Santa Rosa turns and/or to bed; Grants to Winslow turns and/or to bed on the other hand; Grants to Phoenix to bed. Phoenix domiciled line drivers would operate on the one hand from Phoenix to Grants to bed, and on the other hand to Winslow on turns, and/or to bed. 8. All of the above-stipulated legs of runs to specified points are required to have the desired flexibility to eliminate empty miles and to provide a service in either direction the flow of traffic might be moving in. The Company retains the prerogative of determining where service is paramount, and this would activate the direction of dispatch. The destination of the traffic will in no way dictate the driver's tour of duty. The Company will retain this prerogative. 9. Foreign drivers at away-from-home-terminal points would be dispatched back to their home terminal on the first through load, with the Company retaining the prerogative to set up turns, particularly to Winslow, Santa Rosa and Oklahoma City, without regard to the foreign driver's rest; this being necessary to keep the boards balanced as nearly as possible. 10. The Company would retain the option to operate Bay Area freight over Route 66, Interstate 40 via Kingman, Arizona to Barstow, California on turns, and/or to bed, as flow of traffic would justify an operation of this type, in order to take advantage of the short miles between Oklahoma City and California. We would ask that this portion (Item 10) be subject to a 30-day notification by the Company to the Local Union involved to establish the effective date of this new operation; to wit, this diversion of traffic would be out of the Phoenix operation, and that it would require one driver being domiciled at Kingman, Arizona; effective date to be as set out above. The total number of drivers to be domiciled in Grants, New Mexico would be 8; the total number of drivers to be re-domiciled to Groom, Texas would be 2. The boards at these respective locations will be operated on a rotation basis. The above proposal is predicated on the authority being granted over Highway 66 and Interstate 40 as a diversion route before the Interstate Commerce Commission. As discussed at the meeting in Tucson, January 10, 1967, Western Gillette, Inc. would propose to establish a schedule over Interstate 10 and 15 and Highway 66 between Los Angeles and Barstow, California. This run would meet a schedule out of Kingman on a turnaround basis, at Barstow, California. This schedule would affect Phoenix domiciled people insofar as the Kingman-Barstow portion is concerned, and job opportunities would be posted in Phoenix, Arizona only at such time additional schedules are required, they would be offered to those affected. Case # 2 - 7 - 2 7 5 7 Joint Western Area Committee #6 - 'B'

Change Locals involved: 81, Portland, Oregon of 741, Seattle, Washington

United-Buckingham Freight Lines wishes to make a request for the following Change of Operation under Article 42, Section 4, of the Western States Over-The-Road Motor Freight Supplemental Agreement.

United-Buckingham Freight System requests approval of a Change of Operation to establish a turnaround run which will run the triangle formed by the towns of Portland, Oregon, Seattle, Washington, and Hoquiam, Washington.

The run will be operated either out of Portland or Seattle and will be run in either direction from the origin terminal.

By example, a driver out of Portland would go either way:

Portland-Hoquiam-Seattle-Portland Portland-Seattle-Hoquiam-Portland

The Seattle driver would go either:

Seattle-Hoquiam-Portland-Seattle Seattle-Portland-Hoquiam-Seattle

This change would not involve the moving of any personnel or power equipment. The locals involved would be Seattle Local 741 and Portland Local 81. There are no road drivers based at Hoquiam, Washington.

February, 1967 JWAC Action: M/m/s/c that the change be approved as clarified on the record for a trial period until the May, JWAC meeting; this committee to retain jurisdiction.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \*

Case # Local 85, San Francisco, California 5-7-2926 Local 137, Marysville, California

Change Company involved: California Motor Transport of Operations

Local 85 opposed to action of California Motor Transport on closing Redding operation, loss of two runs (two men) on three and two week basis.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \*

Case # 5-7-2927

Cal-Pacific Truck Lines

Change of Operations

Locals involved:

85, San Francisco, California 986, Los Angeles, California

We request permission to transfer one line driver and tractor to our Bell, California terminal and operate our dock to dock operation on a turnaround basis with San Luis Obispo being the turning point.

This will give us better utilization of our equipment and give the drivers their off-duty time at their home terminal with a four day weekend each week.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # 5-7-2928 Helphrey Motor Freight

Change of Operations Locals involved:

81, Portland, Oregon 148, Wenatchee, Washington

524, Yakima, Washington 690, Spokane, Washington 741, Seattle, Washington

We desire to eliminate two line driver bids with the bid drivers now domiciled at Yakima, Washington. One of these drivers is bid Yakima-Portland-Yakima and the other one Yakima-Seattle-Yakima. We wish to change these runs to Portland-Yakima-Portland and Seattle-Yakima-Seattle with the domicile being in Portland and Seattle to run on an "if and when they run" basis.

If the Change of Operation Committee decides that we can move the Yakima-Portland-Yakima driver to Portland in his seniority position, then we wish to cancel the bid now held by driver Chamberlain who is bid Portland-Yakima-Portland. We must have only one bid run between Portland and Yakima due to lack of freight and conversion of equipment which gives us greater loading capacity.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE \* Case # Illinois California Express 5-7-2929 180, Los Angeles, California 492, Albuquerque, New Mexico 577, Amarillo, Texas 710, Chicago, Illinois 961, Denver, Colorado Change Locals involved: of Operations ICX requests a Change of Operations in order to operate over Highway #66 between Los Angeles, California and Chicago, Illinois, involving intermediate points at Albuquerque, New Mexico and Amarillo, Texas. New and additional operating authority was granted by the I.C.C. March 14, 1967. Present operations between Los Angeles and Chicago with respect to transcontinental freight are handled over two route segments, between Los Angeles and Denver with drivers domiciled at both ends, and between Denver and Chicago with drivers domiciled at Denver. The above are two-man operations. Additionally, some freight between the aforementioned points is handled over Albuquerque, such as Denver to Albuquerque to Los Angeles and vice versa in lieu of between Los Angeles and Denver over the so-called Navajo Trails Route. The proposed operation between Los Angeles and Chicago would be a two-man operation with drivers domiciled at Los Angeles running over Route #66 to Chicago. This will involve a transfer of a number of Denver domiciled drivers to Los Angeles. The present Denver to Chicago two-man operation will be maintained, but reduced to continue to handle freight primarily between the two points of Denver and Chicago. At Amarillo, ICX will establish a two-man operation to Chicago and additional intermediate points and return in order to handle freight between Chicago and the Texas and New Mexico areas. This represents a new operation due to the authority granted over Route #66 between Amarillo and Chicago. The above explanation represents an outline of the essential change in ICX's operating pattern. The Company will meet with the Local Unions involved prior to May 9, 1967 to discuss the proposed operation in full detail, including seniority and dispatch procedures. Case # 5 - 7 - 2 9 2 9 Joint Western Area Committee

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # 5-7-2930

Navajo Freight Lines, Inc.

Interpretation Local involved: 180, Los Angeles, California

Case # 8-4-1462

Local 180 is taking the position that Navajo Freight Lines, Inc. is in violation of the Change of Operations decision. Whereas, they are only allowed two trucks on the Denver - Los Angeles run. They are using an excess amount of trucks on this run, pulling loads that are destined for other points, other than Denver.

We are requesting the Company produce the records.

JSC Motion: That this is an interpretation of a Joint Western Area Committee decision in JWAC Case #8-4-1462, and is therefore referred to the Joint Western Area Committee for disposition. Motion Carried.

Date of JSC action, March 6, 1967.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # 5-7-2931

Nevada Truck Lines, Inc.

Change of Operations

Local involved: 533, Sparks, Nevada

The case concerns the Company's short line operation between Reno and Fallon, Nevada. It requires the driver assigned to the run approximately five hours each day to complete the round trip; the remainder of the time he is available for other employment. However, because of the restrictions imposed under Article 38, Section 1 (c) of the Supplemental Agreement which limits a driver to the loading and unloading of freightfrom his own equipment, the Company is unable to secure the driver's full services for the time he must be paid.

Because of the limited amount of short line work involved, the Company seeks appropriate relief to permit the employment of this driver on the dock during the remaining hours of the workday. The present situation not only works a financial hardship through unnecessary scheduling of overtime for dock employees and the hiring of extra help, but is creating a morale problem among the other men who observe this man's inactiveness during periods when they could use his assistance.

of Operations

741, Seattle, Washington

O.N.C. Motor Freight System has been granted temporary authority by the I.C.C. to operate a portion of Permit #CC-634, standing in the name of Lynden Transfer, Inc., and the operation of this portion of the Lynden Transfer permit by O.N.C. involves the transfer of some of the Lynden Transfer employees to O.N.C. Motor Freight System.

At meetings held by the Company with Local 741 and 231, it was mutually agreed by all parties that the effective date of take-over by O.N.C. of the temporary authority would be April 24, 1967. It was further agreed that all Lynden employees going to work for O.N.C. would be dovetailed in accordance with years of seniority into the present O.N.C. Seniority list at the respective terminals forming one master seniority list by classification at each terminal.

O.N.C. has offered employment to all Lynden Transfer employees who were directly effected by this purchase of authority.

THIS IS AN AGREED-TO-CHANGE.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

Local 104, Phoenix, Arizona 5-7-2933

Local 224, Los Angeles, California

Change of Operations Company involved: Pacific Motor Trucking Company

On or about March 5, 1967, Pacific Motor Trucking Company began Over-The-Road operations on a straight through basis utilizing the services of Los Angeles domiciled drivers in complete disregard of applicable "Changes of Operations" and "Maintenance of Standards" provisions of the effective Agreement and Maintenance of Standards (R-#364 MS #57) instead of re-establishing Desert-Center turnaround runs between Phoenix and Los Angeles.

Local 104 requests that Pacific Motor Trucking be directed to discontinue its present method of Over-The-Road operations and institute Desert-Center turns in its stead until such time as all provisions of the Agreement have been complied with.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 20 11-6-2635 Crescent

Local 208, Los Angeles, California, and

Crescent Truck Lines

P & D Dispute On 8-5-66 the Company used an employee who is not a member of Local 208 to go and unload a load of cookies at El Cajon. The employee's name is Dale Atherton. We claim 1-1/2 hours at 1-1/2 times his rate; a total of \$8.07.

Case #SC-10-6-8080.

JSC Motion: That the claim of Gary Schuler be denied.

Deadlocked Southern California JSC October 5, 1966.

November, 1966 JWAC Action: (Committee for Local Operations) M/m/s/and Deadlocked that the claim of the Union be upheld.

Note: The Main Committee held jurisdiction of this case until the next JWAC Meeting.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE Case # Local 208, Los Angeles, California, and 2-7-2783 Smith Transportation P & D Evan Jones having an established 7:00 a.m. bidded position (Harbor), and, whereas, during the period from the inception of this bid, Dispute the employer having maintained a consistent and repeated practice of relieving Jones prior to the completion of his duties, related to this bid. For and on behalf of Jones, the Local Union requests that the employer be directed to refrain from the above stated practice. The Local Union further requests that Jones be compensated in the amount he would have earned had he been correctly worked during the period set forth herein. Case #SC-11-6-8242. JSC Motion: That the claim of Evan S. Jones be allowed. Deadlocked Southern California JSC November 11, 1966. February, 1967 JWAC Action: M/m/s/c/ that this committee retain jurisdiction over this case and that the Union and Company check the records and present to this committee at its next session the starting and quitting times of Stemporosky and Jones on those days when Stemporosky relieved Jones at the harbor. Case # 2 - 7 - 2 7 8 3 Joint Western Area Committee -17DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \*

Case # Local 357, Los Angeles, California, and 2-7-2792 Los Angeles-Seattle Motor Express

P & D

The Los Angeles-Seattle Motor Express Company has employed casuals (6 men for 12 - 13 - 11 - and 10 days) in one month. This has been going on since July thru October, 1966. The Local Union met with Vick Watkins, Oscar Neilson and Dexter Thomas on 11-14-66. The Local Union feels that this is in violation of contract due to the fact that they used other casuals on days that these men did not work. Local Union 357 feels that this Company should hire at least five (5) more men on day shift.

Case #SC-12-6-8306.

JSC Motion: That the claim of the Union be upheld.

Deadlocked Southern California JSC December 7, 1966.

Case # Local 357, Los Angeles, California, and 2-7-2793 Milne Truck Lines

P & D Dispute

For and on behalf of Raymond Price: "I feel that if all the work Mr. Zimmerman the Supervisor does of ours, it would end up to at least one hour every night. He was helping tarp 434, Stone, a Local 208 man, was on one side while Zimmerman tied down the other. If they had not done this work I would most likely have made the overtime. Therefore, I am asking one hour overtime in the amount of \$5.38.

Case #SC-1-7-8508.

JSC Motion: That the claim of the employee be denied and the Company be instructed to comply with Article 38 of the Western States Area Pick-Up & Delivery Local Cartage and Dock Workers Supplemental Agreement.

Deadlocked Southern California JSC January 11, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \*

Case # 2-7-2795

Local 357, Los Angeles, California, and Smith Transportation Company

P & D Dispute Local Union 357 has requested Smith Transportation Company for a list of four (4) hour casuals they have been using for a period of August, September and October, 1966.

The Company refused to do this, therefore, we are filing this grievance because the Company is not giving us equal opportunity to fill their casual requests and this Company uses a number of four hour casuals five days a week.

We request the JSC instruct Smith Transportation to supply Local 357 with a list of all four hour casuals.

Case #SC-12-6-8314.

JSC Motion: That based on the facts in this particular case, the claim of the Union is allowed.

Deadlocked Southern California JSC December 6, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \*

Case # Local 357, Los Angeles, California, and 2-7-2796 Transcon Lines - Rivera

P & D

Local 357 has requested that Transcon Freight Lines furnish us with a list of casuals they have been using for a period from January 1, 1966 to September 1, 1966. The Company refused to do this, therefore, we are filing this grievance because the Company is not giving us equal opportunity to fill their casual requests and this Company uses a number of casuals 5 days a

We request the Joint State Committee instruct Transcon Lines to supply Local 357 with a list of all casuals used, also stipulate why casuals are used, as per Article 3, Section 2, Pick-Up & Delivery.

Case #SC-12-6-8325.

week.

JSC Motion: That based on the facts in this particular case, the claim of the Union is allowed.

Deadlocked Southern California JSC December 6, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \*

Case # 2-7-2797

Local 357, Los Angeles, California, and Valley-Copperstate

P & D Dispute COMPLAINT BY McTIER: "From January 17, 1966 to the present time (December) my seniority has been violated. I bid 3 axle in the yard, and so did Dave Harlow. Company has brought in junior men to work 45 minutes each day at premium time, therefore, I am claiming all money earned by Dave Harlow who is a junior man to me. I am asking 167 hours OT in the amount of \$857.92 up to date and also am asking records of time cards up to date."

Case #SC-1-7-8518.

JSC Motion: That the claim of James J. McTier be allowed.

Deadlocked Southern California JSC January 11, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 357, Los Angeles, California, and 2-7-2798 Williams Transportation

P & D Dispute FOR AND ON BEHALF OF LOCAL 357 MEMBERS: On or about 10-1-66, Williams Transportation Company hired a new employee for swamping on the day shift. This man has swamped for the Company over 60% of the time. This is a new position and starting time; it should be posted for bid as per the Union Contract so all seniority employees will have the opportunity to bid if they so desire.

Case #SC-1-7-8520.

JSC Motion: That there is not sufficient regularity to establish a bid position under Article 41, Section 3 (a) of the Western States Area Local Pick-Up & Delivery Supplemental Agreement.

Deadlocked Southern California JSC January 11, 1967.

Case # 2-7-2921

Local 223, Portland, Oregon, and Pacific Intermountain Express

Office Dispute A request for reinstatement and all time lost for improper layoff of Shirley Schubothe.

The Union contends Shirley Schubothe was improperly laid off December 23, 1966, since the Company retained junior employee James Ross instead of Shirley Schubothe. Shirley Schubothe was employed by the Company January, 1966, and James Ross was employed September, 1966.

The Company maintains James Ross had worked for Pacific Intermountain Express three years in Yakima, Washington, and when he transferred to Portland in September as a Supervisor Trainee and given the classification of General Clerk, they did not consider Ross the junior employee and therefore the layoff of Shirley Schubothe proper.

Case #837.

JSC Motion: That the Union's position be upheld and if Shirley Schubothe worked during layoff the amount earned to be deducted from back pay.

Deadlocked Oregon JSC February 6, 1967.

February, 1967 JWAC Action: (Committee for Local Operations) M/m/s/and Deadlocked that the claim of the Union be upheld and that Shirley Schubothe be returned to work and reimbursed for all lost pay, less any monies received from other sources. (Main Committee) - This committee will hold jurisdiction on this case until the May, 1967 JWAC meeting.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # 2-7-2922

Local 223, Portland, Oregon, and Silver Eagle

Office Dispute The Union's position is that Silver Eagle is in violation of Article 38, Section 7, of the Office Employees Supplemental Agreement, Personalized Rates of Pay and Article 6, Section 1, of the National Master Agreement, Maintenance of Standards.

The office employees at Silver Eagle were formally paid on a flat monthly salary established at the time of organizing. On July 1, 1966, then the contract called for a .10¢ per hour increase, the employer took the position that this increase should not apply to personalized rates of pay that the Union employees were receiving before.

It is the Union's contention the .  $10\,c$  per hour increase should apply.

The Company's position is that the monthly flat rate had been compensation for all hours worked, including overtime even though the overtime was not worked. The Company contends that the flat rate, broken down into an hourly rate was greater than the contract rate and they feel the . 10¢ an hour increase is not justified, since the employees were receiving more money than the contract called for.

Case #810.

JSC Motion: None given.

Deadlocked Oregon JSC (no date of action given).

February, 1967 JWAC Action: M/m/s/c/ that this case be remanded back to the parties for possible settlement and the committee will retain jurisdiction until its next regular session.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 17, Denver, Colorado, and 5-7-2934 Illinois-California Express

P & D Rudolph A. Martinez claiming \$149.56 under above Article 41 - Dispute Shift change.

Case #62.

JSC Motion: None given.

Case # 5-7-2935

Local 17, Denver, Colorado, and Illinois California Express

P & D Dispute Robert C. Trujillo states: After laying off seven men I was improperly and illegally put on a later shift than my bid shift by one hour. Even after this layoff, I was still on the upper 80%; this entitled me to my bid shift. This period consisted of 12/19/66 to 2/3/67 - a period of 33 days of time and one-half at \$4.95.

Case #54.

JSC Motion: None given.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # 5-7-2936

Local 17, Denver, Colorado, and Illinois-California Express

P & D Dispute Robert C. Trujillo states: Without proper posting, layoff of any men, or change in 80% standing, I was improperly and illegally put on swing shift (3:30 to midnite) February 17th, from my bid shift of 9:00 a.m. This continued for four days of the first week as I missed that Friday. After one day of the second week of February the seven men laid off in December were called back to work making our seniority list 100%. I continued to work swing shift that week until Friday, February 17, 1967, whereas I was called in that one day early (1:00 p.m.) to help on pick-up. Thus establishing the amount of \$275.16.

Case #53.

JSC Motion: None given.

Case # Local 17, Denver, Colorado, and 5-7-2937 Illinois-California Express

P & D
Rudolph A. Martinez: On December 19th through February 3rd
my bid shift was changed from 9:00 to 10:00 due to the layoff of
seven men. Although I was still on the 80% bid. For a period of
33 days at \$4.95 per hour for a total of \$163.35.

Case #55.

JSC Motion: None given.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \* \*

Case # Local 17, Denver, Colorado, and 5-7-2938 Illinois - California Express

P & D

Kenneth A. Bates: Am 80%, was moved from 10:00 to 3:30. I am filing for 5-1/2 hours a day for week of February 6th. Also week of February 13th, except Friday the 10th and I was called in at 1:00 p.m.

Case #56.

JSC Motion: None given.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 17, Denver, Colorado, and 5-7-2939 Illinois - California Express

P & D Dispute Joseph J. McNulty states: I am an 80% employee, my bid job is 9:00 a.m. to 5:30 p.m.pick-up. On February 6, 1967 I.C.X. changed my job from 10:00 a.m. to 6:30 p.m. heavy duty. Contract was violated by one hour per day on the following days: February 6, 7, 8, 9, 10, 13, 14, 15, 16, and 17, 1967.

Case #58.

JSC Motion: None given.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 17, Denver, Colorado, and 5-7-2940 Illinois - California Express

P&D Arthur Stanberry states: I am in the 80% and my bid hours are 9:00 to 5:30 p.m., pick-up. On February 6, 1967, I was moved from 10:00 a.m. to 6:30 p.m., heavy duty. My bid shift was violated the following dates: February 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 1967.

Case #59.

JSC Motion: None given.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \* \*

Case # Local 17, Denver, Colorado, and 5-7-2940 Illinois - California Express

P&D Arthur Stanberry states: I am in the 80% and my bid hours are 9:00 to 5:30 p.m., pick-up. On February 6, 1967, I was moved from 10:00 a.m. to 6:30 p.m., heavy duty. My bid shift was violated the following dates: February 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 1967.

Case #59.

JSC Motion: None given.

Case # Local 17, Denver, Colorado, and 5-7-2941 Illinois - California Express

P & D

T. C. Sanchez states: Our contract violated one hour a day on these days: 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, February, 1967. Violation by placing me on 10:00 o'clock heavy duty. My bid was 9:00 to 5:30 p.m., pick-up. For the record I am an 80%.

Case #60.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 8, 1967.

Case # 5-7-2942

Local 17, Denver, Colorado, and Illinois - California Express

P & D Dispute Donald Haviland states: My 9:00 a.m. bid was violated by the Company forcing me to be on the 3:30 p.m. dock shift while still being on the 80%. Therefore, I am claiming pay differences for 6-1/2 hours a day for February 6, 1967 through February 9, 1967; 4 hours February 10, 1967; 6-1/2 hours February 13, 1967 through February ( ) 1967; 4 hours February 17, 1967.

Case #61.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 8, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # 5-7-2943

Local 45, Great Falls, Montana, and Consolidated Freightways

P & D Dispute Union stated that Zumbush worked as a Foreman or Leadman from 8:00 a.m. to 3:00 p.m. and at 3:00 p.m. started doing dock work. It is the position of the Union that a man cannot start the day as a Foreman, then later in the shift work on the dock as a bargaining unit employee.

Company's position is that employee Zumbush is a Leadman and is paid the Leadman's rate of pay of 10¢ per hour extra. Further, all senior men had elected to work the 3:00 p.m. shift and during the time Zumbush was performing dock work all senior employees were working.

Case #M-663

JSC Motion: That in Case M-663 Larry Christiansen be paid 8 hours at the overtime rate.

Deadlocked Montana JSC February 17, 1967.

Case # Local 208, Los Angeles, California, and 5-7-2944 Almac-System Transport

P & D

The Company has failed to comply with a Joint State Committee decision. We therefore claim a day's pay for January 13, 16, 24, 25, 26, 27, 30, 31, and February 1, 2, 3, and 6, and any other day the employer fails to work Sutton. Total claim to date \$344.64.

Case #SC-3-7-8949.

JSC Motion: That based on the facts presented in this case, Mr. George Sutton was not used in his proper seniority order and that the Union and the Company sit down and determine what days pay is owed Mr. Sutton and that he be paid.

Deadlocked Southern California JSC March 8, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 208, Los Angeles, California, and 5-7-2945 Consolidated Copperstate Lines

P & D On November 22, 1966, Consolidated Copperstate refused to work Dispute Walter Oare. He is within the 80%. We therefore claim \$28.72.

Case #SC-2-7-8757.

JSC Motion: That the claim of the Union be denied.

Case # Local 208, Los Angeles, California, and 5-7-2946 Consolidated Freightways

P & D I am a qualified bid heavy duty driver. On November 5, 1966, Dispute a junior man, A. Rogmagnoli, was called in to work on this premium day instead of me. I claim all hours worked - total 13-1/2 hours for a total claim of \$72.77.

Case #SC-2-7-8766.

JSC Motion: That based on the facts presented and the fact that hostling is bid heavy duty, the claim of J. M. Golden is allowed. The parties are instructed to check the record to determine the amount of monies due.

Case # 5-7-2947

Local 208, Los Angeles, California, and Delta Lines, Inc.

P & D Dispute On December 21, 1966, the following employees were notified that they were to be laid off indefinitely: M. Began, R. Saterfield, H. Hall, F. Ball, A. Bryant, D. Wilcox, W. Thomas, R. James, W. Cortez, R. Theard, D. Berkey, J. McIntyre, R. Harvey and James Genera. In conflict with Article 50 of the Freight Agreement, pay for the holidays was not issued to the drivers at time of layoff. All being laid off without pay, found it necessary to report the following day for their regular paychecks and their earned holiday pay.

The Company was requested to work the drivers on December 22, 1966, insofar as they had reported, had not been properly laid off in accord with the Contract. Request was rejected.

Based on the outlined conditions, claim for a day's pay is herewith instituted for each adversely affected driver.

Case #SC-4-7-9094.

JSC Motion: That the claim of the Union be denied.

Case # Local 208, Los Angeles, California, and 5-7-2948 Garrett Freightlines

P & D

On 12/8/66 a junior man was dispatched with Company truck and returned on or after 1:00 p.m. on the 9th of December, 1966.

This claim is for two days pay for senior man on layoff, for a total claim of \$55.44.

Case #SC-3-(2)-7-8772.

JSC Motion: That the claim of the Union be allowed.

Deadlocked Southern California JSC March 9, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* Local 208, Los Angeles, California, and Griley Security Freight Lines 5-7-2949 On Tuesday, January 16, 1967, at approximately 2:00 p.m., I was loading a set of trailers at Hormel Foods in Buena Park. I P & D Dispute was then approached by a driver from the San Bernardino terminal. He had been told by my dispatcher to switch equipment with me; at this time I had already loaded one trailer. I then called my dispatcher on the phone and told him that I did not think it was right to carry out this procedure. I then told him that he was cutting out our local work. He replied, saying that he did this all the time. At approximately 3:20 p.m. I returned to our South Gate terminal. The other San Bernardino driver finished loading the set. He then made the setup and returned to the San Bernardino terminal. Two hours overtime is claimed under Article 48, Section 10 and Article 3, Section 4. Case #SC-3-7-8961. JSC Motion: That based on the facts as presented, the claim of the Union be allowed. Deadlocked Southern California JSC March 9, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 208, Los Angeles, California, and 5-7-2950 Hills Transportation

P & D Dispute On December 6, 1966, a sub-contractor, B & M Trucking Company, a gypo, picked up 42, 826 lbs. of coffee bags in San Francisco and delivered to Farmer Brothers Coffee Co. at 20333 Normandie in Torrance, by-passing the terminal. We are claiming three (3) hours driving time and three and one-half (3-1/2) hours unloading time; a total of six and one-half (6-1/2) hours each for two (2) men; a total of thirty-five and 01/100 (\$35.01) dollars each; for a grand total this claim of seventy and 02/100 dollars (\$70.02).

Case #SC-2-(1)-7-8597.

JSC Motion: That the monies claim is denied. The Company is instructed to abide by the agreement.

Case # 5-7-2951

Local 208, Los Angeles, California, and Hills Transportation

P & D Dispute CASE #8398: - On September 24, 1966, boxes 281 and 161 spotted at Pacific Neal by R. Toretto, were picked up 9/24/66 by line driver, Tony White, at 9:00 p.m. Also, box #57 was spotted at Pacific Neal 9/24/66 by Lorette and was picked by M. Laguna, line driver. This claim is for 8 hours pay at time and one-half, \$43.08.

CASE #8399: - On October 1, 1966, San Francisco lease driver, Ron Riruley, came to Los Angeles, dropped load at yard with tractor #19, and picked up load at Pacific Neal. This claim is for \$43.08.

CASE #8400: - On October 2, 1966, Laguna picked up box #63 at Pacific Neal at 3:00 p.m. Pat the Dispatcher, claimed Bob had given him the wrong phone number, but Bob Carroll and Harvey, the Dispatcher, had the correct one and Bob Carroll had also given Pat the correct one. This claim is for \$43.08.

Cases #SC-2-7-(12-6)-8398, 8399, 8400.

JSC Motion: That the position of the Union be upheld.

Case # Local 208, Los Angeles, California, and 5-7-2952 Illinois California Express

P & D
On February 22, 1967 the Company brought in a junior man,
Joseph Perez, instead of calling in Mitchell, the senior man.
This claim is for one hour at the overtime rate, for a total claim in the amount of \$5.39.

Case #SC-4-7-9104.

JSC Motion: That the claim of the Union be upheld.

Case # Local 208, Los Angeles, California, and 5-7-2953 Illinois-California Express

P & D On March 6, 1967 the Company dispatched George Griggs, a junior man instead of dispatching the senior man, King. We claim a misdispatch and claim one-half hour at the overtime rate for a total claim of \$2.69.

Case #SC-4-7-9106.

JSC Motion: That based on the facts presented in this case, the claim of the Union be allowed.

Case # Local 5-7-2954 Lodi

Local 208, Los Angeles, California, and Lodi Truck Service

P & D Dispute I was laid off January 9th and 10th, 1967 while Mitzel, a junior man was dispatched Monday and did not return until Wednesday morning. This claim is for two days at \$28.72 per day for a total claim of \$57.44.

Case #SC-4-(3)-7-8968.

JSC Motion: That the claim of the Union be allowed.

Case # Local 208, Los Angeles, California, and 5-7-2955 National Trucking Company of Los Angeles, Inc.

P & D
On December 19, 20, 21, 22, 23, 27 and 28, this member was on lay-off and casuals or junior men or dispatcher worked in his place. This claim is for 7 working days at \$3.465 per hour, for a total claim of \$194.09.

Case #SC-2-7-8804.

JSC Motion: That the claim of the Union be upheld.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE Case # Local 208, Los Angeles, California, and National Trucking Company of Los Angeles, Inc. 5-7-2956 This Company had a house account called 3M Company and had 5 P & D drivers working there. The Company lost this account to a Dispute non-union trucking Company, namely, G. I. Truck. Two of the drivers went with the account. One driver is still there till January 1, 1967. The other two drivers have come back to the terminal. Now the question is, where does the driver go on the seniority list and on the job? The position of Local 208 is that he goes to the bottom of the list until a bid opens or the annual bid, then he can exercise his seniority. The position of the Company is that he bid in and/or bump where his seniority holds and that the junior man be laid off. I understand that there have been prior decisions on this, but no one has come up with one. The employer and the Union want a decision as to whichever is right and the correct way. Case #SC-2-(1)-7-8612.

JSC Motion: That based on Article 41, Section 3 (a) of the Western States Area Local Pick-Up & Delivery Supplemental Agreement, the men who were on the House Account in question shall be placed on National Trucking's seniority list in accordance with their Company seniority rights and that any monies claim arising by virtue of this decision shall be denied.

Case # 5-7-2957

Local 208, Los Angeles, California, and Pacific Intermountain Express

P & D Dispute On November 23, 1966, P.I.E. used Collins and Schooling to perform work for them and did not pay them. We claim 7-1/2 hours at time and one-half their rate for work performed; and then again on December 3, 1966, the Company used the same two drivers to perform work and they have not been compensated for same. We claim an additional eight (8) hours at time and one-half their rate of pay.

Case #SC-2-(1)-7-8624.

JSC Motion: That the claim of the Union be denied.

Case # Local 208, Los Angeles, California, and 5-7-2958 Pacific Intermountain Express

P & D

The Local Union claims that Doug Wright and Albert Ramos were not used in the right job position of seniority on November 23, 1966. We therefore claim nine (9) hours for Ramos and eight (8) hours for Wright, at time and one-half their applicable rate.

Case #SC-2-(1)-7-8623.

JSC Motion: That the claim of the Union be denied.

Case # Local 208, Los Angeles, California, and 5-7-2959 Santa Fe Trail Transportation Company

P & D I have a run bid, Hollywood-Santa Monica areas, and as of November 14, 1966 the Company has relieved me of my last stop and given it to a junior man. I am claiming all monies that the junior man made that I should have earned.

Case #SC-3-7-8979.

JSC Motion: That the claim of the Union be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 208, Los Angeles, California, and 5-7-2960 Santa Fe Trail Transportation Company

P & D

The Union's contention is that the Company on 2/20/67 dispatched a junior man instead of Donald Finn, the senior man. We are asking two hours at the overtime rate of \$5.20 per hour, for a total claim of \$10.40.

Case #SC-4-7-9139.

JSC Motion: That the claim of Donald Finn is denied.

Case # Local 208, Los Angeles, California, and 5-7-2961 Smith Transportation Company

P & D Th Dispute dis

The Employer assigned Charles Ensell, a junior employee on a dispatch to Vandenberg Air Force Base performing work which Charles King was qualified, able and available to perform. Also, work which King was rightfully entitled to in accordance with his seniority.

For and on behalf of King, the Local Union claims all monies King would have earned had he been correctly worked. The Local Union further requests an examination of the Employer's records which are pertinent, so as to ascertain the exact amount of monies claimed.

Case #SC-3-(2)-7-8822.

JSC Motion: That the claim of Charles King be allowed.

Deadlocked Southern California JSC March 13, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # 5-7-2962

Local 208, Los Angeles, California, and Sterling Transit

P & D Dispute CASE #8983: Local 208 claims monies due John N. Mechikoff in the amount of \$8.62 for January 9th when he was worked, but not paid his full eight hour guarantee.

CASE #8984: Local 208 claims monies due Clarence Pedersen in the amount of \$17.23 for January 9th when he was worked, but not paid his full eight hour guarantee.

CASE #8985: Local 208 claims monies due Buddy L. Rodgers in the amount of \$10.77 for January 9th when he was worked, but not paid for his full eight hour guarantee.

Cases #SC-3-7-8983, 8984, and 8985.

JSC Motion: That based on the facts presented in these cases, the claim of the Union be allowed.

Deadlocked Southern California JSC March 13, 1967.

Case # Local 307, Casper, Wyoming, and 5-7-2963 United-Buckingham Freight Lines

P & D
Donald Schwartzkopf states: I claim 8 hours pay at overtime rates
for holiday (Thanksgiving Day) for work performed by line drivers.
I was available for work but was not called.

Case #5.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 5, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # 5-7-2964

Local 357, Los Angeles, California, and California Motor Express

P & D Dispute For and on Behalf of: Quintana, Myers and Perez. On Friday, November 11, 1966 (Veterans Day) CME instructed us to report to work Monday at 2:00 p.m. We reported to work at 2:00 p.m. and worked a regular eight hour shift. At the end of the shift we were instructed to report back to work Tuesday at 5:00 a.m. Our regular bid starting time is 3:00 a.m. Monday through Friday. By changing our starting time, we worked in excess of eight in 24 and being employees in the 80% we are claiming time and one-half for all hours worked in excess of 8 - 24. Eight hours not being called in regular bid starting time Monday: Four hours straight time - 2:00 p.m. to 10:30 p.m. Tuesday - 2 hours ST for not bringing us in on our regular 3:00 a.m. bid starting time from 3:00 to 5:00 a.m. - total 14 hours in the amount of \$47.51 each.

Case #SC-3-7-8887.

JSC Motion: That the claim of the Union be upheld.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # 5-7-2965

Local 357, Los Angeles, California, and Garrett Freightlines

P & D Dispute For and on Behalf of: Everett McVicker - Complaint by McVicker. "Before the start of my shift I told Jerry that I had to leave at 1:30, which was the end of my eight hours. At that time I was told okay. After punching my time card Jerry came out and told me that if I had to go home at 1:30 to go now, not to stay for my eight hours because if there was work to be done after that time, then he would have to keep me. I punched in at 5:00 p.m. and out at 5:22 p.m.

I am requesting 8 hours in the amount of \$29.86."

Case #SC-3-7-8891.

JSC Motion: That the claim of Everett McVicker be allowed.

Case # 5-7-2966

Local 357, Los Angeles, California, and Milne Truck Lines

P & D Dispute FOR AND ON BEHALF OF: Ray Price: "I have to operate tow motor and crane while 208 heavy-duty men do the work that I bid for. Had to work crane from 10:30 to 1:30 transferring pipe that has been sitting in yard since last week. While I was doing this it was drawn to my attention that the yard supervisors are still closing the trailer doors and handling the gears. I had to get sides for 208 men for Trailer 466, then had to transfer cable from 400 - 466 then take brass rods off of 434 and put on 400. Then I had to put the gates on a pile on the back of 400. Then I had to stay and secure load which the men on the dock could of done so as I could have gone back to hostling. I also had to go back and tarp 400 before finishing. I am requesting to do the work that I bid for.

Case #SC-2-7-8731.

JSC Motion: That the position of the Union be upheld.

Case # 5-7-2967

Local 357, Los Angeles, California, and Milne Truck Lines

P & D Dispute For and on behalf of Ralph E. Wadsworth: On the night of the violation February 27, 1967, I was doing my bid job of hostler when I was told by Ernie Bergen the yard supervisor to go and operate the fork lift. I told him I didn't think it was right as there was yard hostling work and there was Local 208 drivers in the yard doing hostling work and there was other Local 357 men that could operate the fork lift and they should get one of them. He told me to go ahead and do it as Troy Vinson said to. I went to see Troy Vinson about it right then and was told to go back out and do as I was told to do, that he wasn't paying me to stand around and talk to him. I did not argue with him but I don't think that this is the right attitude for a Supervisor to take when an employee is trying to do his job and trying to do right.

Case #SC-4-7-9027.

JSC Motion: That the claim of the Union be denied.

Case # 5-7-2968

Local 357, Los Angeles, California, and Transcon Lines

P & D Dispute COMPLAINT BY JOSEPH GAFAHER: "It is the practice of Transcon Lines to place up for bid all premium weekend work to be performed -dock and yard.

On four (4) occasions (December 3, 10, 17 and 25th, 1966) I signed the bid sheet for yard hostler. The specific times or shifts designated for which I signed were not bid by other employees. Transcon, however, refused to accept my bid stating I was not a qualified hostler, thereby placing another employee that had not bid the specified time and date in my stead.

I have requested of Transcon, on several occasions, that I be afforded the opportunity to qualify for the position of hostler and have been refused. I have also submitted for Transcon's perusal a letter from my former employer indicating I had performed in this capacity for them with excellency. I have in my possession a Class 1 State certificate indicating I am capable of handling any of the various types of equipment Transcon may have in its inventory.

Please be advised, I am claiming economic satisfaction for the time worked, by employees that had the same opportunity to sign the bid sheet on the dates and for the time specified, but did not: I am requesting as follows:

December 3rd - 9:00 p.m. to 7:30 a.m. -10-1/2 hours
December 10th - 9:00 p.m. to 6:45 a.m. 9-3/4 hours
December 17th - 9:00 p.m. to 7:00 a.m. 10 hours
December 25th 5 2:00 p.m. to 10:30 p.m. 8-1/2 hours

Hours 38.75 - in the amount of \$205.98.

Case #SC-2-7-8738.

JSC Motion: That based on the facts presented, the claim of J. W. Gafaher is allowed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
5-7-2969

Local 357, Los Angeles, California, and
Transcon Lines

P & D
Dispute

Complaint by Diaz: "Re: Violation of seniority on weekend work.
Premium day weekend bids for yardmen on Saturday start at the
following times: 4:00 am; 12:30 p.m. and 9:00 p.m. The 9:00 p.m.
shift has never been awarded to anyone on the weekends of 11-12-66;
12-10-66 and 1-14-67. Mr. Warmell had called Mr. Hart at home
before he started to work at 5:00 p.m. asking him to finish out the
9:00 p.m. shift as a yardman which naturally Mr. Hart did.
Mr. Hart had bid as a checker loader with a starting time of 5:00 p.m.

I feel that since I am the senior man and my shift ended at 9:00 p.m. although there was no one that had bid for my classification of work, I should have been asked to stay to complete the 9:00 p.m. shift as yardman.

I am asking for the difference in time from 9:00 p.m. until 7:00 am, or whenever Mr. Hart finished working. Hours claimed 38.5 in the amount of \$207.00.

Case #SC-3-7-8901.

JSC Motion: That the claim of the Union be allowed.

Foster driver for Progressive Transportation was left at home and Lewis Cooke was worked in his place. The Company's contention that Foster was incapable of handling the load does not bear out the facts. The facts are that Foster has worked this piece of equipment for months on end and had done everything that Cook has had to do. The dispatch rules of Progressive are based on a strict seniority basis and on February 2nd and February 3rd Foster was left at home and Cook worked. He checked in at 2:56 a.m. on February 2nd and checked out at 1:34 p.m., February 3rd. Therefore, we are requesting that all money paid to Cook be paid to Foster. Furthermore, although Foster's name was scratched out twice on the bidding of the equipment he put it on the third time and it was not scratched off. Therefore, we are also claiming that this is Foster's truck.

Case #SC-3-7-8841.

JSC Motion: That the claim of Ted Foster be allowed.

Deadlocked Southern California JSC March 6, 1967.

Case # 5-7-2971

Local 692, Long Beach, California, and Sea Land Inc.

Office Dispute This will serve as a five day tie-up notice due to the fact that Betty Chaney, employee of Sea Land Inc., had her child Kathryn Ann, nine years old in the hospital and ran up over \$700.00 in doctor and hospital bills, and the Company refused to pay it on the basis that Mrs. Chaney's husband was working, and therefore, they were not responsible for the bills. Mrs. Chaney's husband works for the City of Lynwood and did not take out protection on the child because of the fact that Sea Land put out a booklet which stated that all employees that were covered by their hospital plan would also have dependent coverage.

Our contention is that Mrs. Chaney's child Kathryn Ann is definitely a dependent as Mrs. Chaney is working to supplement the income of her husband and her family. We feel that a subterfuge was used to sell this program and was not clearly explained, plus the fact we will show proof in the booklets that were handed out, it does not in any way, shape or form clarify this particular item.

Case #SC-4-7-9011.

JSC Motion: That the claim of the Union be upheld .

Case # Local 741, Seattle, Washington, and 5-7-2972 Los Angeles-Seattle Motor Express, Inc.

P & D

Local 741 requests payment from LASME - IFL to Homer DeSerisy
for ten days pay from January 13, 1967 when he should have received
his pay until January 27, 1967 when he did receive his pay.

Case #1629 (U).

JSC Motion: That the claim of the Union be denied.

Deadlocked Washington JSC February 8, 1967.

Case # Local 839, Pasco, Washington, and 5-7-2973 Pacific Intermountain Express

P & D Garrett Freight Lines employees performed work that belonged to Pacific Intermountain Express employees. Therefore, we are asking for a day's pay for Robert Southwick, a Pacific Intermountain Express employee who was on layoff status.

Case #1652 (U).

JSC Motion: That the position of the Union be upheld.

Deadlocked Washington JSC March 15, 1967.

Case # Local 871, Pomona, California, and 5-7-2974 Pacific Intermountain Express

P & D
Local 871 is filing for 3-1/2 hours overtime for every instance
in which an inbound line driver has interrupted an inbound line run
to pick up trailers and gear at Guasti and deliver them into Los
Angeles.

Case #SC-4-7-9014.

JSC Motion: That based on the facts presented in this case the claim of the Union be upheld.

Case # 5-7-2975

Local 982, Lancaster, California, and Desert Express

P & D Dispute On February 10, 1967, Robert Wickett was laid off by Terminal Manager, Joe Martello and the reason given by Martello to Wickett for his layoff was lack of work. We would like to point out that Robert Wickett was hired on February 24, 1964 as a regular driver. Since February 10, 1967, Terminal Manager Joe Martello has been delivering freight on a daily basis.

The Union wishes to waiver posting of funds and we request an examination of records to determine the amount of money due Robert Wickett.

Case #SC-4-7-9018.

JSC Motion: That Robert Wickett be compensated for all monies earned by Joe Martello while Mr. Martello was driving and making deliveries during the period of time Mr. Wickett was laid off from February 10th until such time as he is returned to duty.

visors position.

L-537

DAVID J. CALDWELL, member of Local 208, Los Angeles,
California. Employee of Smith Transportation Company.
Request is for a period of ninety (90) days, effective
February 1, 1967, for the purpose of trying out for Dispatcher job.

Request is for a period of ninety (90) days, effective February 13, 1967, for the purpose of trying out for a Super-

- L-538

  JOSEPH J. DeLANCEY, member of Local 357, Los Angeles,
  California. Employee of I.M.L. Freight, Inc. Request
  is for a period of ninety (90) days, effective February 6/67
  for the purpose of taking position as Dock Supervisor.
- California. Employee of I. M. L. Freight, Inc. Request is for a period of ninety (90) days, effective February 23/67 for the purpose of filling in as Dock Supervisor on training program.
- L-540
  PAUL R. KIPLINGER, member of Local 146, Colorado Springs, Colorado. Employee of DC International, Inc. Request is for a period of ninety (90) days, effective March 6, 1967, for the purpose of accepting a non-covered position (Dock Foreman).
- L-541

  MICHAEL KORNDER, member of Local 87, Bakersfield, California. Employee of Ringsby System. Request is for a period of ninety (90) days extension, for the purpose of taking a Dispatching job.

  NOTE: Previous leave commencing January 3, 1967, for a period of 60 days, was granted during the February, 1967 JWAC Meetings. Refer to Case #2-7-2800 (L-531).
- L-542
  FRED D. MASTIN, member of Local 357, Los Angeles, California. Employee of Lee Way Motor Freight, Inc. Request is for a period of ninety (90) days, effective March 27, 1967, for the purpose of accepting position of Dock Foreman Trainee.
- L-543

  JOHN TEMPLE, member of Local 208, Los Angeles,
  California. Employee of States Warehouses, Inc. Request
  is for a period of ninety (90) days, effective February 20/67
  for the purpose of accepting position in Management for
  the Company.

(Continued)

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

Case # L-544
5-7-2976

HAROLD J. TIEMAN, member of Local 180, Los Angeles,
California. Employee of DC International, Inc.
Request is for a period of ninety (90) days, effective
March 12, 1967, for the purpose of accepting a noncovered position.

L-545

WILLIAM TROY, member of Local 468, Oakland, California. Employee of Delta Lines. Request is for a period of ninety (90) days, effective March 13, 1967, for the purpose of accepting position as Line Dispatcher.

CLARENCE RAY ILIFF, member of Local 17, Denver, Colorado. Employee of Rio Grande Motor Way, Inc. Request is for a period of ninety (90) days, effective March 16, 1967, for the purpose of attempting to qualify for Dock Foreman, Rio Grande Motor Way, Inc.

L-547

ANGELO NASCA, member of Local 357, Los Angeles,
California. Employee of Pacific Motor Trucking Co.
Request is for a period of ninety (90) days, effective
April 1, 1967, for the purpose of Supervisory work.

CHARLES FOSTER, member of Local 208, Los Angeles, California. Employee of California Motor Transport Co. Request is for a period of ninety (90) days, effective March 27, 1967, for the purpose of transferring to Supervisory capacity.

L-549

RICHARD LEE HAWLEY, member of Local 224, Los
Angeles, California. Employee of Ringsby Pacific Ltd.
Request is for a period of ninety (90) days, effective
April 1, 1967, for the purpose of accepting a non-covered position.

L-550

RICHARD B. TRAVIS, member of Local 208, Los Angeles, California. Employee of Los Angeles-Seattle Motor Express, Inc. Request is for a period of ninety (90) days effective February 27, 1967, for the purpose of accepting a Supervisory job with LASME at Los Angeles.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # 11-6-2658

Local 70, Oakland, California, and Transcon Lines

Joint Council 7 Dispute

Interpretation On weekends (Saturday & Sunday) Company refuses to put hostler on duty to hostle line equipment. Union requests day's pay for each shift that this was done and for the Company to put local people on this job in the future. Pay to be for man on a wheel basis as practice.

## Employer Position:

Records indicate there is no need for a hostler on weekends.

Case #LD-2467.

Joint Council #7 Labor-Management Committee Motion: That due to the fact this case involves sleeper drivers, this case is referred to the JWC for interpretation. Motion Carried.

Joint Council #7 Labor-Management Committee date of action, September 1, 1966.

November, 1966 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \*

Case # 11-6-2707

Local 839, Pasco, Washington, and Consolidated Freightways Bulk

Tanker Dispute Maintenance of Standards in regards to having a mechanical cooling system or an air conditioning in all sleeper cabs 1964 or newer, as in old agreement.

The Union position is: That all equipment 1964 or newer either have air conditioning or mechanical cooling system. (Filed under Article 6, Master Freight Agreement)

Case #1473 (U).

JSC Motion: That the Company is complying with the claimed maintenance of standards.

Deadlocked Washington JSC August 17, 1966.

November, 1966 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE Case # Local 70, Oakland, California, and 11-6-2725 Navajo Freight Lines On September 15, 1966, a Navajo sleeper team came to Oakland, Joint dropped trailer. They bobtailed to South San Francisco, picked Council 7 up an empty reefer, and returned to the Oakland yard to fuel. Dispute They then proceeded to Modesto. Claim a day's pay for man on layoff or man out of Hiring Hall. The reefer van should have been picked up by a local driver, or, if picked up by the sleeper team, they should not have returned to the Oakland yard. Employer Position: Sleeper team returned to fuel although dispatch was Oakland to South San Francisco to Modesto. No freight handled. Also South San Francisco is not in 70's jurisdiction. Case #LD-2573. Joint Council #7 Labor-Management Committee Motion: That the Union request be granted. Deadlocked Joint Council #7 Labor-Management Committee October 20, 1966. November, 1966 JWAC Action: Based on the fact that the line drivers were instructed to pick the box at South San Francisco and go directly to Modesto and load, that the claim be denied. If they were instructed to return to the terminal, the claim is allowed. The Company is also instructed to produce the records to determine the decision in this case. And if it can't be decided on that basis, this committee will retain jurisdiction. February, 1967 JWAC Action: Postponed. Case # 11 - 6 - 2 7 2 5 Joint Western Area Committee -72DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \* \* \* \* \* \* \* \*

Case #
2-7-2803

Company requested permission to inaugurate piggy-back service
between Portland and Seattle and Seattle and Portland. Union
stipulated certain conditions against such operations. The Company
then filed a grievance protesting the Union's interpretation.

The position of Local 81 is that there will be no piggy-back operations
out of Portland with the exception of empty trailers, without all
drivers on Portland - Seattle seniority board working. Local 81
also contends that if empty trailers are piggy-backed into Portland
from Seattle for loads to return to Seattle, all drivers must be

protected before such trailers are pigged back to Seattle.

Case Number - None given.

JSC Motion: None given.

Deadlocked Oregon JSC October, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and 2-7-2815 Consolidated Freightways

Master Dispute The Union contends that Consolidated Freightways has been violating Article 32 of the National Master Freight Agreement by using the services of Barton Truck Lines for pick-up and delivery of freight which could have been and should have been handled by Consolidated employees. The Union contends the Company had been advised that the employees of Barton Truck Lines do not receive the wages, hours and conditions which prevail in the freight industry. The Union contends that since 6-1-64, employees of Consolidated Freightways have been periodically laid off because of lack of work while freight was being picked up and delivered for this Company by Barton Truck Lines. The Union contends that employees who have been laid off during this period of time should be compensated and that employees who would have had overtime opportunities should be compensated for the loss of overtime.

Case #891 (Jan. 67-18).

JSC Motion: That this case be referred to the JWAC .

Utah-Idaho JSC date of action, January 12, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE Case # Local 222, Salt Lake City, Utah, and 2-7-2816

Master Dispute The Union contends that Garrett Freightlines has been violating Article 32 of the National Master Freight Agreement by using the services of Barton Truck Lines for the pick-up and delivery of freight which could have been and should have been handled by Garrett employees. The Union contends that the Company has been advised that the employees of Barton Truck Lines do not receive the wages, hours and conditions which prevail in the freight industry. The Union contends that since 6-1-64, employees of Garrett have been periodically laid off because of lack of work while freight was being picked up and delivered for this Company by Barton Truck Lines. The Union contends that employees who have been laid off during this period of time should be compensated and that employees who would have had overtime opportunities should be compensated for the loss of overtime.

Case #893 (Jan. 67-20).

Garrett Freight Lines

JSC Motion: That this case be referred to the JWAC. Motion Carried.

Utah - Idaho JSC date of action, January 12, 1967.

The Union contends that the Company has been advised that the employees of Barton Truck Lines do not receive wages, hours and conditions which prevail in the freight industry. The Union contends that since 6-1-64 employees of I. M. L. have been periodically laid off because of lack of work while freight was being picked up and delivered for this Company by Barton Truck Lines. The Union contends that employees who have been laid off during this period of time should be compensated and that employees who would have had overtime opportunities should be compensated for the loss of overtime.

Case #892 (Jan. 67-19).

 $\operatorname{JSC}$  Motion: That this case be referred to the JWAC. Motion Carried.

Utah-Idaho JSC date of action, January 12, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE Local 222, Salt Lake City, Utah, and 2-7-2822 P. I. E. The Union contends that P.I.E. has been using the services of Master Barton Truck Lines for the pick-up and delivery of freight which could have been and should have been handled by P.I.E. employees. Dispute The Union contends that the Company has been advised that the employees of Barton Truck Lines do not receive the wages, hours and conditions which prevail in the freight industry. The Union contends that since 6-1-64, employees of P.I.E. have been periodically laid off because of lack of work while freight was being picked up and delivered for this Company by Barton Truck Lines. The Union contends that employees who have been laid off during this period of time should be compensated and that employees who would have had overtime opportunities should be compensated for the loss of overtime.

Case #894 (Jan. 67-21).

JSC Motion: That this case be referred to the JWAC. Motion Carried.

Utah-Idaho JSC date of action, January 12, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # 2-7-2859

Local 961, Denver, Colorado, and The Ringsby System

O-T-R Dispute Donald W. Burke and Ray G. Stout state: On all ammo loads transported in California, the State required an inspection stop on all hills with a special speed limit of less than 50 M.P.H., Section 22407 of the Vehicle Code. This has been turned down several times and was told by our Supervisor that would not pay this claim that it was not a Company rule and not to stop. One driver was fined for this and was fined \$110.00. We think this is part of job that goes with hauling ammo and should be paid.

Case #9.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC January 4, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \* \* \* \* \*

Case # 2-7-2860

Local 961, Denver, Colorado, and

Ringsby System

O-T-R Dispute Melvin Faber and James F. Cotter state: We tried to get front springs, changed for 2 mo. Shop kept putting us off for one more trip, so I talked to Bob Hughes and he said if the truck hadn't had the springs changed when we got down to go out to turn the truck down, and take our 3 hours and go home. This we did and Mr. Hughes called 2 extra board men and sent the truck out. Mr. Hughes also told us to take the truck out with ammo and if we got sleepy to stop and sleep.

Case #31.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC November 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 70, Oakland, California, and 2-7-2893 O. N. C.

Joint Council 7 Dispute Trans-Bay Operations. Work in contention is not covered by Article 52, Section 2. The night shift hostler is making pickups and deliveries out of the jurisdiction of Local 70. Claiming time and one-half for the entire night shifts of October 3, 4, and 5, for Ford Evans.

Case # LD-2677.

Joint Council #7 Labor-Management Committee Motion: That the Union claim is denied as the Company has complied with the provisions of Article 52, Section 2 - Trans-Bay Operations - in the Local 70 Supplement.

Deadlocked Joint Council #7 Labor-Management Committee November 17, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # 2-7-2904

Local 315, Martinez, California, and Richmond Warehouse

Joint Council 7 Dispute Windmiller is on tanker seniority list. He claims he was runaround when Cassin pulled a shortline trip. Cassin is on dry freight list.

Company has one seniority list and Union claims two days pay on 1-18-67 and 1-20-67 for Windmiller.

Employer Position: Company has two seniority lists - Tank and Dry Freight.

Case #LD-2785.

Joint Council #7 Labor-Management Committee Motion: That the Union's claim be denied.

Deadlocked Joint Council #7 Labor-Management Committee February 2, 1967.

February, 1967 JWAC Action: M/m/s/c/ that the case be referred back to the parties to seek to determine the appropriate seniority list or lists. In the meantime, the claims will be held in abeyance. Failing to come to a satisfactory agreement, they bring it back in here.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \* \* \* \* \* \* \*

Case # 2-7-2915

Local 81, Portland, Oregon, and O.N.C. Fast Freight

O-T-R Dispute Runaround claim for one and three quarters hours for Marvin Bradshaw.

On January 10, 1967, a Medford extra board driver Bassett was dispatched from Portland to Medford at 7:00 p.m. Rick Herglund who is the number four bid driver from Portland to Medford was dispatched at 9:30 p.m. Driver Bradshaw who is the fifth Portland-Medford bid driver was dispatched at 9:30. This is a violation of the Over-The-Road Supplemental Agreement and also a violation of the Agreed Upon Dispatch rules be tween Local 81 and Oregon-Nevada-California.

Case #844.

JSC Motion: None given.

Deadlocked Oregon JSC January 6, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \* \* \* \* \*

Case # 2-7-2916

Local 81, Portland, Oregon, and O.N.C. Fast Freight

O-T-R Dispute The Union is claiming runaround pay for Driver Rick Herglund on January 4, 1967 for improper dispatch from Medford to Portland. Herglund has the number four bid position out of Portland to Medford. The dispatch rules between Local 81 and O.N.C. Fast Freight read as follows: The foreign bid men will be dispatched first, the home bid man next, foreign extra board man next, and the home extra board man next. This applies at the home terminal and at the lay point.

The day in question the Company dispatched a Portland extra board man from Medford to Portland, fifteen minutes later they dispatched Sable, the Number three bid man from Medford to Portland. Herglund, the number four Portland bid man then laid two and one-half (2-1/2) hours in Medford before being dispatched.

The Union's contention is that both pieces of Portland bound equipment were in Medford ready for dispatch and that both Portland bid drivers, Sable and Herglund's I.C.C. rest period were up. Under the dispatch procedure the Company should have dispatched Sable, the number three bid man on the equipment the extra board man pulled. Then Herglund, the number four bid man on the equipment that Sable pulled. The extra board man should have been dispatched on the equipment Herglund did pull two and one-half hours later.

Case #843.

JSC Motion: That the Union's claim be denied.

Deadlocked Oregon JSC February 6, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # 5-7-2977

Local 70, Oakland, California, and American Pipe & Construction

Joint Council #7 Dispute

Union claims that Company will not pay higher rate of pay when he does not pull a bid run.

Case # LD-2812.

Joint Council #7 Labor-Management Committee Motion: That based on the facts presented in this case and the Company's bid sheet, the claim of the Union be upheld.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \*

Case # 5-7-2978

Local 70, Oakland, California, and Moore Business Forms

Joint Council 7 Dispute Union claims three employees have each been refused one day's sick leave. (Orford, Cravath and Cunningham).

Union requests sick leave pay for one day for each of the three men.

Employer Position: Men were on posted layoff notice prior to dates they claimed sick leave. According to layoff notice men would not have been scheduled to work on the day for which they claimed sick leave.

Case #LD-2801.

Joint Council #7 Labor-Management Committee Motion: That the position of the Union be upheld.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \*

Case # 5-7-2979

Local 70, Oakland, California, and Navajo Freight Lines

Joint Council 7 Dispute Union claims that Company employed a rented hyster with a Local 468 operator and should have used a Local 70 man instead.

Union claiming 8 hours at 1-1/2 for the next man on the weekend list for this premium day.

Employer paid a Local 70 forklift operator for the day but found it was necessary to rent a large hyster as their forklift was inadequate for the job. The only way the hyster could be rented was with a driver who was a 468 driver.

Case #LD-2835.

JSC Motion: That the Union's claim be upheld.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # 5-7-2980

Local 81, Portland, Oregon, and Lee & Eastes Tank Lines

Tanker Dispute Local 81 contends that John Mullin and John Smith are being deprived of their seniority rights in that the Company has attempted to force them to either bid equipment or to be deprived of the preferential earning status as guaranteed by the Oregon Tanker Supplemental Contract.

Local 81 contends that the Oregon Tanker Supplemental Agreement does not provide for the bidding of equipment but does provide that on a seniority basis drivers are to be awarded preferential earning runs. That the Union had agreed to bid the optimum use truck on a temporary basis and the complainants were no longer willing to forego their seniority rights.

Company contended that as a result of a petition of its employees that they had agreed with the Union to seniority and dispatch rules which had provided that the optimum use equipment assigned to Shell Oil Company would be bid each six months on a seniority basis. Since that time the agreed to procedure had been followed five times and that the dispatch rules could not be changed unilaterally by the two senior drivers without the consent of all other employees as well as the Company.

Case #834.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC January 9, 1967.

Joint Western Area Committee

Case # 5 - 7 - 2 9 8 0

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \*

Case # 5-7-2981

Local 85, San Francisco, California, and Consolidated Freightways - Clark-Farnsworth

Joint Council 7 Dispute Union claims that Consolidated Freightways and Clark-Farnsworth are operating with two separate seniority lists whereas in reality they are one and the same Company.

Union requests that Consolidated Freightways and Clark-Farnsworth integrate their seniority lists and come up with one list for both Companies.

Employer Position: The Companies are entirely separate although both owned by the same holding Company. There are two separate powers of attorney to CTA in which the Local Unions have concurred.

Case #LD-2790.

JSC Motion: That the claim of the Union be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \* \*

Case # Local 150, Sacramento, California, and 5-7-2982 McKeown Transportation

Tanker Union claims \$39.58 due James Slatten due to improper dispatch on January 29, 1967.

Case #T-37-716.

JSC Motion: That the Union claim be paid.

Deadlocked California-Arizona Joint State Tank Committee March 16, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \*

Case # 5-7-2983

Local 180, Los Angeles, California, and Consolidated Freightways

O-T-R Dispute Local 180 takes the position that the Company should pay the constituted Health and Welfare and Pension pay on Marion DeWoody for the twelve month period of injury on the job or until released from the doctor. Mr. DeWoody was injured on the job and should be entitled to the benefits under Article 62, Section 3, even though he was terminated for the accident.

Case #SC-4-7-9057.

JSC Motion: That the Company continue to pay the benefits under Article 62, Section 3 of the Over-The-Road Supplemental Agreement until such time as Mr. DeWoody is effectively released from medical attention, not to exceed the 12 month period.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \*

Local 180, Los Angeles, California, and Case # 5-7-2984 Consolidated Copperstate

Local 180 takes the position that Robert Gray is entitled to 31 hours pay at the rate of \$3.25 per hour, a total of \$100.75. Dispute On November 13, 1966, the Company sent a lease truck (P. J. Cumberworth) to Flagstaff, Arizona. Departing from Copperstate yard at about 4:00 p.m. on November 13, 1966. Gray was not dispatched until 11:00 p.m. November 14, 1966 to Phoenix.

Case #SC-3-7-8856.

O-T-R

JSC Motion: That the claim of the Union be upheld.

Deadlocked Southern California JSC March 6, 1967.

Case # Local 180, Los Angeles, California, and 5-7-2985 DC International

O-T-R Local 180 takes the position that Foster and LaFluer are entitled to eleven and one-half (11-1/2) hours pay at \$3.25 per hour, a total of \$37.38 for each man.

This team tied up at Blue Springs, Mo. due to weather conditions from 7:15 p.m. January 26, 1967 until 6:45 a.m. January 27, 1967. There were also other DC trucks tied up - #725 - #666 - #661 - #706 - and #699, and there were no rooms available. Claim approved in St. Louis and denied in Los Angeles.

Case #SC-4-(3)-7-8861.

JSC Motion: That the claim of the Union be allowed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \* \*

Case # Local 180, Los Angeles, California, and 5-7-2986 DC International, Inc.

O-T-R Local 180 takes the position that Herb W. Siggers and M. E. Day are entitled to twenty-six (26) hours pay at the rate of \$3.25 per hour, a total of \$84.50 for each man.

This team tied up at Blue Springs, Missouri due to weather and highway conditions. No rooms available, therefore, we contend these men are entitled to straight time.

Case #SC-4-(3)-7-8859.

JSC Motion: That the claim of the Union be allowed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \* \* \*

Case # 5-7-2987

Local 180, Los Angeles, California, and Illinois-California Express

O-T-R Dispute Local 180 takes the position that this team is entitled to compensation in accordance with the Agreement for the mileage from Flagstaff, Arizona to Albuquerque, New Mexico and return. On a Albuquerque load and a Holbrook load on a set of doubles this first team went to Holbrook and unloaded, left the Albuquerque load and returned to Los Angeles. Another truck picked up a trailer at Flagstaff, went to Holbrook, picked up the Albuquerque trailer left and proceeded to Albuquerque. This trip #0258, truck #832 had an Albuquerque trailer and one for Winslow. They dropped the Winslow load at Flagstaff, picked up an Albuquerque trailer there and proceeded to Albuquerque. The first team came along moments later and were dispatched to Winslow with the trailer they had and this team returned to Los Angeles. Company Agreement is first Flagstaff drop is to turn.

Case #SC-4-(3)-7-8862.

JSC Motion: That based on the decision in Case #SC-2-6-6800, the claim of the Union be allowed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # 5-7-2988

Local 180, Los Angeles, California, and Navajo Freight Lines, Inc.

O-T-R Dispute Local 180 takes the position that the Company owes R.S. Conklin and G. R. Hawn, eight and one-half (8-1/2) hours pay at the rate of \$3.25 per hour, a total sum of \$27.63 due each man on January 11, 1967. They arrived at Amarillo at 12:16 a.m. and departed at 8:47 a.m. with trailer that was ready and available upon arrival. Therefore, they are entitled to be paid for the time.

Case #SC-3-7-8868.

JSC Motion: That the claim of Conklin and Hawn be denied.

Deadlocked Southern California JSC March 6, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \* \*

Case # 5-7-2989

Local 180, Los Angeles, California, and Navajo Freight Lines, Inc.

O-T-R Dispute Local 180 takes the position that the Company owes Rupert Conklin and C. Dwyer, eleven (11) hours abuse of time in Amarillo on January 28, 1967. Trailer was there ready to go on arrival but Mr. Dwyer was short on I.C.C. hours and they held them eleven (11) hours and gave them another load, but they could have made the trip. Therefore, they are entitled to eleven (11) hours pay at the rate of \$3.25 per hour, a total sum of \$35.75 due each man.

Case #SC-3-7-8867.

JSC Motion: That the claim of Rupert Conklin be allowed.

Deadlocked Southern California JSC March 6, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 180, Los Angeles, California, and 5-7-2990 Pacific Intermountain Express

O-T-R
Dispute

Local 180 takes the position that Jack Smiley is entitled to one-half (1/2) hour pay at \$3.25 per hour, a total of \$1.63.

Enroute delay - Highway Patrol halted traffic to clear up accident near Green River - Paylog 178083.

Case #SC-2-7-8726.

JSC Motion: That based on JWAC Case #8-5-2042 the claim be denied.

Deadlocked Southern California JSC January 31, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \*

Case # Local 180, Los Angeles, California, and 5-7-2991 Pacific Intermountain Express

O-T-R

Local 180 takes the position that the claim of Campbell and
Silvey for one-half hour in route delay is legitimate and should
be paid. Claim is for one-half (1/2) hour at \$3.25 per hour;
\$1.63 total sum for each man.

Team was delayed at Yreka, California because the trailer they were pulling had no valid license or registration and the condition which brought about this action was beyond the driver's control.

Case #SC-2-7-8717.

JSC Motion: That based on the JWAC Case #8-5-2042, the claim of Campbell and Silvey is denied.

Deadlocked Southern California JSC January 31, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \* \* \*

Case # Local 180, Los Angeles, California, and 5-7-2992 Pacific Intermountain Express

O-T-R Local 180 takes the position that Crumley and Haynes are entitled to 12 and 1/2 hours pay at \$3.25 per hour, a total of \$40.63 each man.

This team arrived in Denver at 4:30 p.m. November 13, 1966 PST, andwere told by dispatcher they would turn. Forty-five minutes later they were told the load was 3,000# over-loaded on drive axle. The load was reloaded and they were dispatched at 5:00 a.m. on November 14, 1966 PST.

Case #SC-2-7-8716.

JSC Motion: That the claim of Crumley and Haynes be denied.

Deadlocked Southern California JSC January 31, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \* \*

Case # 5-7-2993

Local 180, Los Angeles, California, and Pacific Intermountain Express

O-T-R Dispute It is the position of Local 180 that Sigars was improperly pulled off the Extra board and assigned to a Bid Sleeper seat to which he was not entitled. This action took place at 9:00 a.m. on November 13, 1966, another driver (Weatherall) was moved up to fill the vacated position on the Extra board and was dispatched (to San Diego) at 10:30 p.m. on November 13, 1966. The mistake was not corrected until November 14, 1966 at which time Sigars was put back on the Extra board and was dispatched (to Las Vegas) at 10:00 p.m. on November 14, 1966.

Claim is for 23-1/2 hours at the rate of \$3.25 per hour, a total sum of \$76.38 due.

Case #SC-2-7-8714.

 $\ensuremath{\mathsf{JSC}}$  Motion: That the claim of G. L. Sigars is allowed.

Deadlocked Southern California JSC January 31, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \* \*

Case # Local 180, Los Angeles, California, and 5-7-2994 Pacific Intermountain Express

O-T-R Local 180 takes the position that Child and Mellott are entitled to twelve (12) hours pay at \$3.25 per hour, a total of \$39.00 for each man.

This team was told upon their arrival in Denver that there were loads available at the ammunition yard, only awaiting shop clearance. Arrival time in Denver of this team was 6:28 a.m., November 11, 1966. Team was dispatched at 6:30 p.m. November 11, 1966.

Case #SC-2-7-8727.

JoC Motion: That based on the facts presented, the claim of the Union be denied.

Deadlocked Southern California JSC January 31, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE Local 190, Billings, Montana, and Case # Consolidated Freightways - Bulk Commodities 5-7-2995 Request on behalf of its member, K. Miller, pay for a Billings -Tanker Worland trip pulled by scabbie King. Dispute Union states that a Worland trip pulled by a Casper based driver should have been pulled by Ken Miller who is based in Laurel. Further, the Union contends that equipment was available in Laurel and that it was not necessary to use Casper based equipment. Employer stated in this case driver King had made a trip from Casper to Great Falls and was returning empty. At Billings he was given a load for Worland which was delivered and he returned on to Casper. This operation resulted in the utilization of equipment, and it was the employers position that another truck should not be brought in when one was on its route home, and could accomplish this delivery, and that again trucks that are parked in Laurel have been so parked because there is not enough business to justify use of these trucks at this time. Case #T-32. JSC Motion: That the claim of Mr. Miller in Case T-32 be denied. Deadlocked Montana Joint State Tank Committee March 17, 1967. Joint Western Area Committee Case # 5 - 7 - 2 9 9 5 -102DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \* \*

Case # Local 190, Billings, Montana, and 5-7-2996 Consolidated Freightways - Bulk Commodities

Tanker Requesting in behalf of its member K. Miller pay for a Billings - Cody trip pulled by Tom Cornett on February 26, 1967.

<u>Union Position</u>: Stated there were three units available and licensed and these units were parked. Claim that the Company has no right to park qualified equipment and call in trucks from other terminals. Employee Ken Miller was available for the trip in question.

Employer Position: Stated that on Sunday, February 26th, driver Cornett who is Cody based had a delivery from Cody to Powell, Wyoming. From Powell he was dispatched to Billings empty, where he was loaded for a trip to Cody. They do have units in Laurel which are parked and they have been parked because there is not sufficient business to justify operating them, and had a Laurel based unit been used to deliver the Cody load, the deadhead miles would have been greater than the deadhead miles paid from Powell to Billings. On the date in question Ken Miller pulled a load to White Sulphur Springs which paid him approximately \$11.00 more than the Cody trip would have paid.

Case #T-31.

JSC Motion: That the claim by Mr. Miller in Case #T-31 be denied.

Deadlocked Montana Joint State Tank Committee March 17, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \*

Case # 5-7-2997

Local 208, Los Angeles, California, and California Motor Express

Sub-contracting

On the date of December 16, 1966, Carlos Valdez was placed one a lay-off while the employer continued to sub-haul freight, consisting of work which Valdez was qualified, able and available to perform. Also, work which Valdez was rightfully entitled to in accordance with his seniority. Said practice having continued for a period of thirty (30) days, representing the entire period of this lay-off.

For, and on behalf of Valdez, the Local Union claims a day's pay at the applicable rate of pay, for each and every day involved, a total of twenty (20) days.

This claim also stands as a like and similar claim on behalf of the following employees similarly situated, to-wit:

Rudolph Alva Alvin Davis John Moore William Logan Arthur Carroll Jesse Allen Robert Schweitzer Arthur Delarosa Ruven Galindo Hector Sanchez

Case #SC-2-7-8754.

JSC Motion: That this is deemed a question of sub-contracting and is therefore forwarded to the Joint Western Area Committee for proper action. MOTION CARRIED.

Southern California JSC February 2, 1967.

Case # Local 208, Los Angeles, California, and 5-7-2998 Consolidated Freightways

Sub- The Local Union is protesting the action by Consolidated Freightways contracting on violating Article 32 of the National Master Freight Agreement.

Case #SC-2-7-8765.

JSC Motion: That this case is deemed a question of sub-contracting and is therefore forwarded to the Joint Western Area Committee for proper action. MOTION CARRIED.

Southern California JSC date of action, February 3, 1967.

Case # 5-7-2999

Local 208, Los Angeles, California, and Griley Security Freight Lines

Interpretation Filing and request dated April 12, 1967. "Local 208 filed protest that Article 41, Section 3 (a) was breached when Griley Security failed to and refused to offer the following positions for bid:

Two (2) 8:30 shag positions (Wagner & Nakamura)
Five (5) 9:00 shag positions (Doty-Paine-Dolezal-Wingfield & Downs)
One (1) 7:00 Voit run (Hutton)

Griley maintained they were not required to subject the above named positions for annual bid. The Company's position was sustained at the February, 1967 JWC hearings.

The decision now negates the contract language reading: "ALL POSITIONS ARE SUBJECT TO SENIORITY AND SHALL BE POSTED FOR BIDS....."

Question of interpretation and/or clarification now arises:

(1) Is the Company now permitted to exempt these specified positions from the annual bid forever?

2) Are the exempted positions to apply only to these listed above, which was subject of original complaint?

(3) Can the Company in the future interchange these specific exempted positions with others they might want to exclude from seniority selection?

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE Case # Local 208, Los Angeles, California, and Navajo Freight Lines, Inc. 5-7-3000 Interpre-(1) Local 208 is in dispute with Navajo Freight Lines over their formula for lessening payments to the Pension Trust and shorting tation casual employees of contractually earned credits. Local 208 requested that the Area Grievance Committee examine records as outlined in Article 42, Section 6, to determine validity of complaint that casuals were not being reported and credited as required under Article 52 of the Supplemental Freight Agreement, citing, as example, the employment record of Local 208 member, Tom Lew Ray. Navajo representatives argue and contend that Local 208 representatives have no authority to finger them or to complain when the pension cheating is predominantly directed against the dockworkers rather than drivers. From the foregoing circumstances, question of Interpretation then arises around Article 42, Section 6: Is Local 208 or the Joint State Committee prohibited from examining records which would affirm complaint that drivers are directly and indirectly affected by the Company's practice of dodging the payment guarantees of Article 52? Joint Western Area Committee Case # 5 - 7 - 3000 -107-

Case # Local 224, Los Angeles, California, and 5-7-3001 Milne Truck Lines, Inc.

O-T-R Local 224 on behalf of Lawrence L. Booth is asking for \$68.25 for 21 hours mis-dispatch on 2-3-67, when a casual was dispatched after Booth was available for work.

Case #SC-3-7-8923.

JSC Motion: That the claim of Lawrence L. Booth be allowed. Deadlocked Southern California JSC March 8, 1967.

Case # Local 224, Los Angeles, California, and 5-7-3002 Ringsby System

O-T-R
Dispute

Local 224 on behalf of the members employed at Ringsby-Pacific requests the Joint State Committee to instruct the Company to continue the past practice of starting times.

A factual case will be presented at the hearing.

Case #SC-3-(1)-7-8487.

JSC Motion: That the claim of the Union be denied.

Case # Local 224, Los Angeles, California, and 5-7-3003 Universal Mill Supply

O-T-R
Local 224 on behalf of Edward Swierenga and Walter Ruby hereby claims all monies lost from August, 1966 to present time, due to Universal Mill Supply leasing or assigning their two trucks to Dick Bell Trucking, who then did the same work that Swierenga and Ruby had done for a long period of time.

Case #SC-3-7-8934.

JSC Motion: That the claim of the Union be allowed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  $\ast$   $\ast$   $\ast$   $\ast$ 

Case # Local 287, San Jose, California, and 5-7-3004 California Canners and Growers

Interpretation

Company is contemplating the discontinuance of a movement of freight that has been performed by Teamsters and allocating this work to the Cannery Workers Local #679.

Case # 5-7-3005

Local 287, San Jose, California, and Scoffone Trucking Service

Full Load Dispute The Union claims the Company hauled pipe in leased equipment to Bonded Drayage. Union claims men are entitled to drayage scale.

Company claims leased equipment to Bonded, then leased to Karlson to haul to Mendota - arrangements made to haul to this area only.

Case #FL-37-32.

JSC Motion: That based on the facts in this particular case, the claim of the Union be denied.

Deadlocked California Valley JSC March 22, 1967.

Case # 5-7-3006

Local 287, San Jose, California, and Scoffone Trucking Service

Interpretation Union claims Tom Gillian was used on Local Pick-Up freight. Under Local 287 rate the double rate of pay should have been paid instead of the semi-rate. Union entered letter of understanding between Company and Union on Pick-Up scales.

Company claims they are under full load agreement and Company stipulates that they would pay Pick-Up rates when used as such.

Case #FL-27-27.

JSC Motion: That due to the fact the question also involves the Pick-Up Contract in the Bay Area, this case is referred to the JWAC for decision. Motion Carried.

California Valley JSC February 27, 1967.

Case # 5-7-3007

Local 315, Martinez, California, and Clark-Farnsworth

Joint Council 7 Dispute Local 70 man came into Richmond and loaded a truck and took to Oakland. Union believes this is work which should be done by Local 315 men.

Asking for day's wages for Frank Barrios as he was off and available to work.

Employer Position: Local Drayage zone so Local 70 man can work in Richmond.

Case #LD-2836.

Joint Council #7 Labor-Management Committee Motion: That due to the fact that this is Local Drayage work, the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee February 16, 1967.

Case # 5-7-3008

Local 315, Martinez, California, and Encinal Terminals

Joint Council 7 Dispute Union claims that Company dispatched men from Local 70 jurisdiction into Local 315 jurisdiction.

Claim for one day's pay for each of two men who were off on this date and available on 1/27/67.

Case #LD-2803.

Joint Council #7 Labor-Management Committee Motion: That based on the fact that the work involved is within the local drayage zone, the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee February 16, 1967.

Case # 5-7-3009

Local 315, Martinez, California, and Encinal Terminals

Joint Council 7 Dispute Union claims that Company sent Local 70 men into Local 315 to pull freight when regular Local 315 men were on layoff.

Claims six days pay for senior Local 315 man off and available.

Case #LD-2816.

Joint Council #7 Labor-Management Committee Motion: That the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee: February 16, 1967.

Case # Local 315, Martinez, California, and 5-7-3010 Pacific Intermount ain Express

Tanker Union asking for one days wages for top man, seniority, who is often available as a Texas rig came in yard empty, steamed out 10/3/66.

Case #T-17-618.

California-Arizona Joint State Tank Committee Motion: That the Union's position be upheld, if by an examination of the records it is shown that a Local 315 man was on layoff at that time.

Deadlocked California-Arizona Joint State Tank Committee March 16, 1967.

Case # 5-7-3011

Local 315, Martinez, California, and Sheedy Drayage

Joint Council 7 Dispute Union claims Local 85 men cannot perform any duties in city of Richmond when there are any Local 315 men in layoff status.

Union asking for day's pay for two men for 2/1, 2/2/, 2/3, 2/6, and 2/7/1967 when Company brought Local 85 men into our jurisdiction and performed work when these men were off and available.

Case #LD-2830.

Joint Council #7 Labor-Management Committee Motion: That based on the facts presented in this case, the claim of the Union be denied.

Deadlocked Joint Council #7 Labor-Management Committee February 16, 1967.

Case # 5-7-3012

Local 315, Martinez, California, and Sheedy Drayage

Joint Council 7 Dispute Jurisdiction - Union claims that Company ran Local 85 man into 315 jurisdiction while 315 man off and available. (Emil Diero)

Request one day's pay for Emil Diero.

Case #LD-2818.

Joint Council #7 Labor-Management Committee Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee February 16, 1967.

Case # Local 690, Spokane, Washington, and 5-7-3013 Consolidated Freightways

Automotive Dispute Jurisdiction of tire work on the road. This grievance is filed under our Western States Area Automotive Shop and Tire Servicing Contract, claiming the jurisdiction of the tireman includes tire work on the road as well as in the shop. Consolidated Freightways, Spokane Division, has been assigning all emergency tire road work over to the machinists, which we feel is a violation of our Contract with Consolidated Freightways. We are not claiming any monies as of this date for any emergency tire work that has been done on the road in the past. We are asking for a settlement of where the jurisdiction lies in regard to the road work.

Case #1650 (U).

JSC Motion: That the language of the Contract be complied with.

Deadlocked Washington JSC March 15, 1967.

Case # Local 690, Spokane, Washington, and 5-7-3014 United-Buckingham Freight Lines

O-T-R Requesting 25 additional premium miles for Francis Leonard, Spokane - Pasco bid driver on Spokane - Pasco - Boise run.

Requesting 25 additional premium miles for Francis Leonard, who is a Spokane-Pasco bid driver on the Spokane-Pasco-Boise run. Reason for this grievance - On January 23rd Mr. Leonard was taken off his bid schedule to Pasco and sent on a Lewiston turn; therefore we feel that his schedule on the Boise run was carried from Spokane to Pasco by driver McGough, and therefore we feel that his run did operate, and seeing it is a bid, the man is entitled to the 25 additional miles to make up for the pay difference between the Pasco and the Lewiston turn.

Case #1657 (U).

JSC Motion: That the claim of the Union be upheld.

Deadlocked Washington JSC March 16, 1967.

Case # Local 741, Seattle, Washington, and 5-7-3015 Consolidated Freightways, Inc.

O-T-R
Dispute

Local 741 requests that Consolidated Freightways be instructed to leave copies of the Over-The-Road drivers sign in and out sheets where they will be readily available to the drivers for a period of at least 72 hours.

Case #1626 (U).

JSC Motion: That the Union's position be sustained.

Deadlocked Washington JSC February 8, 1967.

Case # Local 741, Seattle, Washington, and 5-7-3016 Los-Angeles -Seattle (Interstate)

O-T-R
Dispute

Local 741 requests runaround pay for DeRoy Bradshaw from
LASME - IFL when on February 12, 1967, Harold Thrasher, a
man junior to Bradshaw made a Seattle-Portland turn that should
have been made by DeRoy Bradshaw.

Case #1651 (U).

JSC Motion: That the claim be denied.

Deadlocked Washington JSC March 16, 1967.

Case # Local 741, Seattle, Washington, and 5-7-3017 Pacific Intermountain Express

O-T-R We claim the sleeper team in question was not at any time relieved from duty and therefore should be compensated for all time spent on the turnaround trip from Seattle to Oakland, California.

Case #1632 (U).

JSC Motion: That the claim of the Union be denied.

Deadlocked Washington JSC February 8, 1967.

Case #1633 (U).

JSC Motion: That the Union's position be upheld insofar as employees on the Portland - Seattle payroll as of December 31, 1966. Employees hired after that date shall be paid at the contract rate.

Deadlocked Washington JSC February 8, 1967.

Case # 5-7-3019

Local 741, Seattle, Washington, and United-Buckingham Freight Lines

O-T-R Dispute Company was in violation of agreed upon dispatch rules between them and the Union. Further, the layoff notices sent to the employees involved were temporary layoffs and the employees did in fact make themselves available for work during dispatch hours, as agreed upon. Past practice of the Company in previous years will indicate the intent of the layoff.

Cases #1658 (U), 1660 (U), and #1661 (U).

JSC Motion: That the claims in Cases 1658 (U), 1660 (U) and #1661 (U) be denied.

(Cases heard jointly by agreement of the parties.)

Deadlocked Washington JSC March 16, 1967.

Case # 5-7-3020

Local 775, Denver, Colorado, and I.M.L. Freight

Automotive Dispute Michael Misztal claims 8 hours pay at time and one-half for work performed by a junior employee on February 7 and 8, 1967.

Case #61.

JSC Motion: None given.

Case # Local 961, Denver, Colorado, and 5-7-3021 Navajo Freight Lines, Inc.

O-T-R

O. K. Foster states: On 3/7/67 Tractor #2305, Trailer #TS-1431 - weight 22437 lbs. was dispatched to Colorado Springs, Colorado.

As this is a solo run, that trip should have been mine. I claim 5-1/2 hours. This load was pulled by a sleeper team out of Denver, one driver's name was Lewis.

Case #25.

JSC Motion: None given.

Case # 5-7-3022

Local 961, Denver, Colorado, and Navajo Freight Lines

O-T-R Dispute Leslie L. Larson states: On 3/7/67 McFillen and Young were dispatched with Tractor #2115 and loaded Trailer #1135 with 25,615 lbs. of Colorado Springs freight TS-71038. I got back into Denver at 3:39 a.m., McFillen and Young went out at 5:31 a.m. I should have pulled this trip, it is part of my solo bid. They went on to Pueblo with an empty, picked up a load to the coast. I claim 8 hours minimum pay for this trip I should have pulled.

Case #23.

JSC Motion: None given.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE Case # Local 961, Denver, Colorado, and Navajo Freight Lines, Inc. 5-7-3023 O-T-R Dispute Leslie Larson states: I have been on the Pueblo-Colorado Springs bid run for two years for driving time. I have received the eight hour guarantee, plus work time in Pueblo. After this run if I pulled a Colorado Springs I received a six hour guarantee, plus work time. We always get an eight hour guarantee for the first run. On pay sheets #65824, #65826, #65835, and #65844, the Company cut these from \$3.25 per hour to \$3.10 for 35-1/2 hours. They owe me \$5.33 on these trips. Trip sheets #65867 and #65876 I pulled a Pueblo trip on each of these and a Colorado Springs Company only paid me 134 miles on each of these trips, or \$14.91 each trip. Should have received six hour minimum or \$19.50 each trip. Company still owes me a difference of \$4.59 each trip or \$9.18 for the two. The contract calls for \$3.25 per hour. Case #9. JSC Motion: None given. Deadlocked Colorado-Wyoming JSC April 5, 1967.

Case # 5-7-3024

Local 961, Denver, Colorado, and The Ringsby System

O-T-R Dispute Wilford George states: Arrived at Los Angeles 12/29/66 at 8:16. Informed by dispatcher on arrival that loads were available and received bills and travel orders within the first hour. Hooked up and sealed at 11:32. At approximately 1:00 p.m., we received word we were on ready line. We found open top trailer with all four sides intact, but not tarped. We requested that the tarp be put on due to high winds and storm. The dispatcher's first excuse was that he had no tarp. Second excuse was he had no help. Again we asked to be called when ready. At about 2:30 p.m. we again came downstairs, found the trailer still had not been moved. We requested to call Central Dispatch in regard to this open trailer. Immediately the dispatcher found help to put the tarp on. We were then notified ready and punched out and left within 2 to 5 minutes at 4:16. We were never relieved of duty; the freight was aluminum moulding in boxes. The trailer was an open top with all four sides up. Trailer was loaded and billed ready at 2104, 12/28/66.

Claim was originally held up by Bob Hughes for checking purposes. Final disapproval was given the week of 2/13/67.

Case #24.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 8, 1967.

Case # 5-7-3025

Local 961, Denver, Colorado, and Rio Grande Motor Way, Inc.

O-T-R Dispute Charles M. Walton states: On Monday morning, February 13th at 11:30 a.m. I was called at my home in Longmont by Mr. Leonard Waring, Safety Director for Rio Grande and ordered to report to the Company office at Denver. He gave me a reporting time at 1:00 p.m. I arrived at 12:45 p.m. and sat thru an investigation of my record with the Company, brought about by a complaint of my driving. I left the office at approximately 3:30 p.m. I turned a time slip in for 4 hours and this time slip was returned to me. Although the date on the letter shows February 23, 1967, I found it pinned to the bulletin board the night of February 28, 1967. I do not admit to being guilty of the act for which this investigation was called.

Case #22.

JSC Motion: None given.

Case # 2-7-2781

Local 208, Los Angeles, California, and Panda Terminals

Discharge

The Local Union contends that on Friday, December 2, 1966, Panda Terminals refused to put Lou Jenkins back to work. Also, on December 6, 1966, the Company again refused to return Lou Jenkins back to work. We claim one day's pay at \$3.465 per hour, for the eight hours, totaling \$27.72 per day, for all days that the Company refuses to put Lou Jenkins back to work.

Case #SC-1-7-8625.

JSC Motion: That the claim of Lou Jenkins is allowed.

Deadlocked Southern California JSC January 14, 1967.

February, 1967 JWAC Action: (Committee for Local Operations) M/m/s/and Deadlocked that Lou Jenkins be returned to work and that the back pay claim to December 2nd, 1966 be allowed. (Main Committee) - M/m/s/c/ that the case be referred back to the Company and Local Union for possible settlement. If they can't settle it, bring it back. We will retain jurisdiction.

Case # Local 180, Los Angeles, California, and 5-7-3027 Los Angeles-Seattle Motor Express

Discharge

Local 180 takes the position that David Siroonian was unjustly discharged for drunkeness on February 13, 1967. We feel that Mr. Siroonian was not drunk or had been drinking for several hours prior to reporting to work. Therefore, we are requesting he be placed back on the seniority list in his rightful spot and be compensated for all time lost.

Case #SC-3-7-8866.

JSC Motion: That Dave Siroonian be returned to work with full seniority and compensated for all time lost.

Case # Local 180, Los Angeles, California, and 5-7-3028 Pacific Intermountain Express

Discharge Local 180 takes the position that R. M. Green has been unjustly terminated and that a complete and unbiased perusal of the facts pertinent to this action will support our contention. We are also requesting that Ray Green be compensated for all time lost resulting from the termination.

Case #SC-4-7-9069.

JSC Motion: That R. M. Green be returned to work on his next regular turn with full seniority and compensated for all time lost.

Deadlocked Southern California JSC April 5, 1967.

Case # Local 208, Los Angeles, California, and C. K. M. Transportation Company, Inc.

Discharge Local 208 on behalf of Raymond Barilone, protests issuance of Termination Notice dated January 3, 1967 and requests that he be reinstated with full seniority and compensated for all time lost.

Case #SC-3-7-8936.

JSC Motion: That R. B. Barilone be returned to work on his next regular shift with full seniority and no compensation for time lost.

Case # Local 208, Los Angeles, California, and 5-7-3030 Quick Service Transfer

Discharge Local 208 protests issuance of Termination Notice to William Cooper dated 3/8/67 and requests that he be reinstated with his full seniority and compensated for all time lost.

Case #SC-4-7-9131.

JSC Motion: That the discharge of William Cooper be sustained.

Deadlocked Southern California JSC April 10, 1967.

Case # Local 208, Los Angeles, California, and 5-7-3031 Qwikway Trucking Company

Discharges	Member	Warning Notice	Discharge
	Telesforo Avila Pete A. Baisa Charles A. Esquibel Dennis D. Garcia Raymond M. Jaramillo Henry V. Martinez Glenn B. Mattison Benito Mejia Ray Mestas Paul M. Mora Rudolfo Mora Edward Pinela	SC-1-7-8540 SC-1-7-8542 SC-1-7-8544 SC-1-7-8546 SC-1-7-8550 SC-1-7-8552 SC-1-7-8554 SC-1-7-8556 SC-1-7-8556 SC-1-7-8560 SC-1-7-8560	SC-1-7-8541 SC-1-7-8543 SC-1-7-8545 SC-1-7-8547 SC-1-7-8551 SC-1-7-8553 SC-1-7-8555 SC-1-7-8557 SC-1-7-8559 SC-1-7-8561 SC-1-7-8563
	Johnnie Rodriguez	SC-1-7-8564	SC-1-7-8565

The Local Union protests the issuance of the warning notices for allegedly refusing to work shift on November 25, 1966 and requests that they be removed.

The Local Union protests the terminations of the above listed members, contending that these terminations are improper and in violation of the Freight Agreement now in effect. The Union further requests that these members be reinstated with all seniority rights and compensated for all time lost.

Cases #SC-3-(1)-7-8540 through #8565 and JWAC #2-7-2868.

JSC Motion: That these employees were properly discharged under the agreement.

Case # Local 208, Los Angeles, California, and 5-7-3032 Qwikway Trucking Company

Discharge The Local Union protests the termination of Ray Mestas dated December 7, 1966.

The Local Union submits that this termination is improper, as well as being unreasonable, unfair and unjust. The Union therefore requests the reinstatement of Mestas, together with all seniority rights and benefits, and with back pay for all time lost.

Case #SC-3-(2)-7-8746.

JSC Motion: That based on the facts presented, the discharge of Ray Mestas was improper. He shall therefore be returned to work with full seniority and compensated for all time lost.

Case # Local 224, Los Angeles, California, and 5-7-3033 T.I.M.E. Freight, Inc.

Discharge

Local 224 on behalf of Paul M. Weisgerber protests his discharge as of February 1, 1967 and requests that he be reinstated with full seniority and compensated for all monies lost. Local 224 would like the right to search the Company records to substantiate amount of money lost by Mr. Weisgerber.

Case #SC-3-7-8933.

JSC Motion: That Paul Weisgerber be returned to work on his next regular shift with full seniority and compensated for all time lost.

Case # Local 357, Los Angeles, California, and 5-7-3034 Santa Fe Trail Transportation

Discharge

For and on behalf of George Kovacs: "On 3/2/67 at 10:00 p.m. at the start of my shift I was allowed to punch on the clock. At this time I was told by Mr. A. W. Gregory that I was terminated. I asked why and he offered me a letter with what he claimed contained my checks. I told him to mail them to me. I was then ordered to leave the property without any explanation. I changed my clothes and asked for a receipt for the equipment. Saturday, 3/4/67, I received a notice of termination and a letter of warning.

I request to be reinstated on my job with full seniority and all money lost due to this termination."

Case #SC-4-7-9029.

JSC Motion: That the discharge of George Kovacks be sustained.

Deadlocked Southern California JSC April 4, 1967.

Case # Local 69 5-7-3035 Harbor

Local 692, Long Beach, California, and Harbor Truck Lines

Discharge

Local 692 takes the position that Robert J. Walker was improperly discharged for a chargeable accident March 13, 1967. Robert Walker was proceeding south on Henry Ford Avenue in number two lane at approximately 25 miles per hour. A truck in the number one lane with an over length load made a right-hand turn, the load striking the right-hand side of the truck body Mr. Walker was driving.

Local 692 takes the position Mr. Walker was not at fault in this accident. We ask that he be returned to work with full seniority and compensation for all time lost.

Case #SC-4-7-9009.

JSC Motion: That Robert J. Walker be returned to work with full seniority and compensated for all time lost.

Deadlocked Southern California JSC April 3, 1967.

Case # Local 222, Salt Lake City, Utah, and 2-7-2879 Garrett Freightlines

Warning Protest of warning notice. R. E. Winegar is a Salt Lake City extra board driver. He was issued a warning notice for not being available for work on October 6, 1966.

Case #869 (Dec. 66-12)

JSC Motion: That the warning notice be upheld.

Deadlocked Utah-Idaho JSC December 22, 1966.

February, 1967 JWAC Action: Postponed.

Case # 5-7-3036

Local 208, Los Angeles, California, and Los Angeles-Seattle Motor Express

Warning Letter Local 208 on behalf of Dean Allen, et al, protests issuance of warning notices implying participation and support of work stoppage on December 5, 1966. It is requested that the Grievance Committee evaluate the circumstances and order the warning notices removed from the records of these additional listed drivers.

J. D. Almaraz Leroy Miller Frank Milner J. R. Partaker E. Banuelos E. G. Bradley H. G. Chrisman
C. Colton
R. Phillips
R. Cooke
M. Portugal
H. B. Crawford
D. Moody R. Cooke

H. B. Crawford

A. Canzone

G. Donnelly

W. C. Dowling

M. Portugal

D. Moody

H. L. Owens

T. Parker

Robert Parral Robert Parral W. C. Dowling J. A. Hopkins D. L. Trumbull R. S. Hunt
Harvey Jones Harvey Jones William Jones
H. E. Beers
Art Kogel J. Weber David King Gary Cooper Art Kogel H. M. Hamilton T. A. Lovejoy L. Painter Rick Lesher G. T. Holden C. J. Martin Loyd Williams A. McCurdy

C. Bufford
J. Rosenfield
H. Ehrenfeld
A. Solorzano
A. Furiani
B. Samanduroff
Armando Gomez
A. Sotelo
F. Hollister
J. Sotelo
John Hoy
D. Van Tine
S. C. Jones
Dale Wilson
Elmer Kitzman
Arthur Gomez
Ray Leybourne
Charles Leroy
Wm. McAllister

Case #SC-3-(2)-7-8785.

JSC Motion: That the warning notices were properly issued under the Agreement.

Case # 5-7-3037

Local 208, Los Angeles, California, and Los Angeles-Seattle Motor Express

Warning Letter Local 208 on behalf of Gary Farmer, C. G. Kohny and James Rose, protests warning notices issued intimating that each participated in and supported an unauthorized work stoppage. Request is that the warning notices be ordered stricken from the records of each on the interests of fairplay and reason insofar as each actively urged and were ultimately successful in inducing drivers to carry on with their assignments.

Case #SC-3-(1)-7-8603.

JSC Motion: That the warning notices issued to Farmer, Kohny and Rose be upheld.

Case # 5-7-3038

Local 208, Los Angeles, California, and Shippers Express

Warning Letter Local 208 protests issuance of warning notice to Sam Bonura dated 3/2/67 and requests that same be removed from his records. All pertinent information and facts will be presented at the time of hearing this case.

Case #SC-4-7-9141.

JSC Motion: That the warning notice issued to Sam Bonura be reduced to a written reprimand.

Deadlocked Southern California JSC April 10, 1967.

Case # 5-7-3039

Local 208, Los Angeles, California, and Smith Transportation Company

Protest of Suspension

The Local Union protests the suspension of Harry Shone dated January 16, 1967, applicable for the period from November 28, 1966. The Local Union submits that this suspension is improper, unreasonable and unjust. Further, that at all times on and after the date of January 4, 1967, Harry Shone was qualified, able and available to perform his duties pursuant to the requirements of the I.C.C. regulations. For and on behalf of Shone, the Local Union requests his reinstatement, together with back pay for all time lost after the date of January 4, 1967.

Case #SC-3-(2)-7-8820.

JSC Motion: That the claim of Harry Shone be allowed in the amount of four weeks at the applicable rate of pay, less any monies earned.

Case # 5-7-3040 Local 208, Los Angeles, California, and Sterling Transit, Inc.

Warning Letters

Local 208, on behalf of the members listed below, protests issuance of warning notices dated January 9, 1967; said warning notices being in violation of the National Master Freight Agreement in that the picket line placed at Sterling Transit was authorized by the Local Union and the drivers were merely observing said picket line. Therefore, the Local Union requests that said warning notices be removed from the files and personnel records of the members as listed below.

Homer Aguilar Joseph Lockhart Frank Balestra Jesse Marquez Warren Burns Robert Miller Norm Chamber David Clark
Clarence Pedersen William Reese Buddy Rodgers Henry Freshwater Harold Russell Gasper Sorbello LaVerne Griffith Edward Trimble William Hayes Keith Wagner Arnold Johnston

Donald Langham Howard Baldwin Robert McKinsey Thomas Brown John Mechikoff Hector Celaya Norm Chamberlain James Montgomery Richard Fink Irvin Gesselman Arthur Timmins William Harris Fred Valenzuela Miles Kemp William Wilson

Ronald Allan Jerry Lundquist Wm. Barnes John Mayotte Carlo Catania Edward Mollard Jack Chambers John Popoff Harold Errett George Rogers Ronald Fulkerson Luther Stephenson Eugene Harper Rodney Wilson Clarence Jetty Charles Wall Joe Zelesky

Case #SC-3-(2)-7-8827.

JSC Motion: That the warning notices were properly issued.

Complaint By Rovacs: On 2/21/67 my Supervisor, Chuck Williams, ordered me to work with a crane that I felt was dangerous to me. Reasons: The crane when in use made loud unexplainable jerking motions. The grapple arm of the crane was missing an important bolt. My request to wait for repairs was denied so I refused to endanger my life with this machine. Past experiences speak for themselves. On 9-13-66 the cable on the crane broke and I was almost killed. On the 12th or 13th of February I was struck on the shoulder by an object which fell from the top of the crane. This accident sent me to the hospital for x-rays and the rest of the night off. In light of these past experiences, I feel my actions were justified. Upon the arrival of Mr. Gregory, I requested that my Steward be present; instead I was ordered to punch off the clock and was sent a warning notice by certified mail. I feel that my action is in accordance with normal safety procedures, but instead I was reprimanded. I request that this letter be removed from my records.

Case #SC-4-7-9028.

JSC Motion: That the warning notice issued to George W. Kovacs be sustained.

Deadlocked Southern California JSC April 4, 1967.